

**TOWN OF KENT  
TOWN BOARD MEETING  
Tuesday, July 7, 2020**

**Executive Session** – 6:15 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.

**Workshop/Meeting** – 7:00 p.m.

1. Pledge of Allegiance
2. Discussion and/or Vote on the following:
  - a. Recreation and Parks – appointment of Director of Recreation and Parks, summer help, fencing and retaining wall at Ryan's Park, Community Day, Huestis Park playground and reopening playgrounds
  - b. Highway – auctioning trailer, pickup truck, jeep, two dump bodies and trade in and lease of new front end loader
  - c. Kent Police Department – boiler replacement
  - d. Code Enforcement - contract to correct violations at TM# 33.58-1-34 and TM# 33.50-1-16
  - e. Sanitation – retirement of Supervising Crew Chief
  - f. Lake Tibet – lake management contract
  - g. Putnam County Real Property Tax Service Contract
  - h. Plexiglass installation at Town Hall offices
  - i. Approval of Vouchers and Claims
3. Announcements
4. Public Comment

**Tamara Harrison**

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**From:** Recreation  
**Sent:** Wednesday, June 24, 2020 10:58 AM  
**To:** Tamara Harrison  
**Subject:** Hiring of Seasonal Employees

Tamara,

Since we will be entering phase 4 soon (hopefully), I would like to bring on the following individuals as seasonal employees for the spring, summer and early fall:

**Returning Employees**

Austin M. Fikaris  
James A. Arvoy

**New Employees**

Brian Mirchin (has worked in the past as a Start Smart Coach)

For returning employees I request that their pay rate be set at \$11.75 per hour on weekdays and \$15.00 per hour on Saturdays and Sundays. For non-returning employees I request that their pay rate be set at \$11.25 per hour on weekdays and \$15.00 per hour on Saturday and Sundays. Weekly hours will not exceed 40.

I will be sending their applications in a separate e-mail, but please let me know if you require anything further.

Thanks!

**Jared Kuczenski**

*Acting Director of Rec & Parks  
Kent Recreation & Parks  
845-531-2100*

## Tamara Harrison

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**From:** Recreation  
**Sent:** Wednesday, June 24, 2020 9:36 AM  
**To:** Tamara Harrison  
**Cc:** Maureen Fleming; William Huestis; jaimemcglasson@yahoo.com; Paul Denbaum; Christopher Ruthven  
**Subject:** Fence Work @ Ryan's Park  
**Attachments:** Duke Fence - Ryan's Park Fencing Quote - June 2020.pdf; Personal Touch Fence - Ryan's Park Fencing Quote - June 2020.pdf; Salem Fence - Ryan's Park Fencing Quote - June 2020.pdf

Tamara,

As per my discussions with Maureen and Bill, I have been in contact with three local fence companies regarding proposals for fence work to be done on Field 1 (a.k.a. the Dugout Field) of Edward Ryan Memorial Park. The work is being done to replace the current fence which is now over 20 years old and is poor shape. This job is apart of the multi-year plan I discussed with Maureen during budget prep that involves us replacing sections of fence around both of our parks every year over the next 5 to 6 years.

After reviewing the three proposals it is my recommendation that we accept that of **Duke Fence for \$8565.00**. They came in with the lowest price - roughly \$700 less expensive than the second lowest quote - and Joe Duke has done phenomenal work for us over the past few years.

If this item could be addressed at the board meeting so that we can move forward with this project later in July, that would be most appreciated. Should anyone have questions about the project I would be happy to discuss it further, send photos of the damaged fencing, etc.

Thank you and please let me know if you require anything further.

**Jared Kuczenski**

*Acting Director of Recreation & Parks  
Kent Recreation & Parks  
845-531-2100*

DUKE FENCE  
P.O. BOX 363  
STORMVILLE, NY 12582  
(845)878-1064  
PC 2695A

Town of Kent  
Recreation Dept.  
770 Route 52  
Kent Lakes, NY 10512  
(845) 531-2100  
[recreation@townofkentny.gov](mailto:recreation@townofkentny.gov)

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**FENCE ESTIMATE    MAY 26, 2020**

**RE: Dug out field**  
**1st base/ right field**

Coming off of backstop and continuing around to existing double gate, Install a total of aprox. 230ft of all new 6ft. high galvanized chain link fence with 1-new walk gates by back stop and 1- 12ft. wide double gate.

Material : All piping heavy gauge galvanized SS:20

2 ½" end and gate posts

2" intermediate line posts

1 5/8" top & bottom rail

9 gauge chain link fabric, ( aprox. 80ft. of heavier 6 gauge fabric from backstop to just past first base.)

Cost installed with material, labor, gates **\$8,565.00.**

Please note price does not include removal of existing fence.

If you have any questions please contact me at the above number.

Thank you,

Joe Duke





# PERSONAL TOUCH FENCE INC.



331 LEETOWN ROAD  
STORMVILLE, NY 12582

845-625-3165  
845-842-8661

PTFENCE@GMAIL.COM  
PERSONALTOUCHFENCE.COM

TOWN OF KENT REC&PARKS  
RT52  
KENT NY

Phone: 845 531 2100  
JOB: RYANS FIELD RIGHT SIDE  
Email: RECREATION@TOWNOFKENTNY.G

Invoice #: 00151  
Invoice Date 5/20/20

VISIT US ON FACEBOOK: PERSONAL TOUCH FENCE

Item #	Description	Qty	Unit Price	Discount	Price
1	INSTALL 6 GAUGE GALVINIZE CHAIN LINK WITH TOP AND BOTTOM RAIL	65 FT			\$ 9,267.00
2	INSTALL 4X6 WALK GATE WITH 6 GAUGE WIRE AND 1 5/8" FRAME	1 EACH			
3	INSTALL 9 GAUGE GALVINIZE CHAIN LINK WITH TOP AND BOTTOM RAIL	195 FT			
4	INSTALL DOUBLE DRIVE GATES 12X6' WITH 9 GAUGE WIRE	1 SET			
FRAME WORK	2 1/2" TERMINALS AND GATE POSTS, 2" LINE POSTS AND 1 5/8" TOP AND BOTTOM RAIL ALL SS20				\$ -
NOTE	TOP LOCKING GREEN VINYL SLATS 30 FT ADD \$150.00 YOU INSTALL				\$ -
	TAKE DOWN AND CART AWAY TO BE DONE BY TOWN ON ALL FENCE				\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
Invoice Subtotal					\$ 9,267.00
Tax Rate					
Sales Tax					\$ -
Other					
Deposit Received					
TOTAL					\$ 9,267.00

Make all checks payable to: **Personal Touch Fence Inc.**  
Total Balance Due Upon Completion. We accept all major credit cards.



INVOICE # 26663FF  
PHONE 845.628.7200  
FAX : 845.628.7671

Westchester Lic.: WC-04067-H91  
Putnam Lic.: PC-69  
Yonkers Lic.: 5691  
s a l e m f e n c e . c o

OFFICE & WAREHOUSE : 34 ROUTE 118, BALDWIN PLACE, NY 10505

MAILING ADDRESS : PO Box 186, BALDWIN PLACE, NY

JUNE 4, 2020

TOWN OF KENT  
RYANS PARK

recreation@townofkentny.gov

**SCOPE OF PROJECT : FENCE:**

FURNISH & INSTALL APPROXIMATELEY 230 LINEAL FEET OF 6 FOOT HIGH 2X9 GAUGE BLACK CHAINLINK FENCE WITH TOP & BOTTOM RAIL (1) 4 X 6 WALK GATE AND (1) 12 X 6 DOUBLE GATE.

2 1/2 INCH GATE , END & CORNER POSTS

2 INCH LINE POSTS

15/8 TOP & BOTTOM RAIL

.....\$19,850.00

80 FEET OF 6 GAUGE BLACK CHAINLINK FENCE WITH (1) 4 X 6 WALK GATE , SAME FRAME SPECIFICATIONS.....\$7,685.00

PRICE BASED ON A PREVAILING WAGE RATE

PRICE BASED ON A CLEAN FENCE LINE

**ALL CEMENT FOOTINGS INCLUDED / ALL ROCK DRILLING INCLUDED / 3 YEAR GUARANTEE ON ALL LABOR  
ANY ADDITIONAL MATERIAL OR LABOR ADDED TO THIS CONTRACT WILL BE AN ADDITIONAL CHARGE**

I \_\_\_\_\_ Give  
SALEM FENCE CO. permission to run my credit card  
for any deposit or payments in this contract  
(2% CONVENIENCE FEE APPLIES TO ALL CREDIT CARD PAYMENTS)

SUB TOTAL :  
TAX :  
TOTAL :  
CREDIT CARD FEE :  
DEPOSIT :  
START PAYMENT :  
MID WAY PAYMENT :  
ON COMPLETION :

CARD TYPE \_\_\_\_\_ NUMBER \_\_\_\_\_ EXP. \_\_\_\_\_ CODE \_\_\_\_\_  
CHECK # \_\_\_\_\_ DATE RECEIVED : \_\_\_\_\_ CHECK # \_\_\_\_\_ DATE RECEIVED : \_\_\_\_\_ NOTES : \_\_\_\_\_

Authorized Signature: *Frank Fischetti*

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

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

**BY SIGNING THIS ESTIMATE / CONTRACT ALL TERMS / CONDITIONS & SPECIFICATIONS IN THIS CONTRACT ARE ACCEPTED**



## TERMS AND CONDITIONS OF CONTRACT

1. **Salem Fence Co., Inc.** is covered by workers compensation and general liability insurance.
2. Fence permits, wetland permits, and ordinances are the responsibility of the purchaser and you should check with your local building department to determine if a permit is necessary and if there are any restrictions.
3. If necessary, **Salem Fence Co., Inc.** will contact "Call before you Dig" to mark out public utilities such as electric, sewer and water, gas, phone, and cable from the curbside to the residence.
4. The location of any private underground electrical wires, propane lines, septic tank and lines, sprinkler lines, pool equipment, path lighting, drainage pipes, or restrictions of any nature which might interfere with or be damaged and/or cause injury should be made known to **Salem Fence Co., Inc.** prior to installation and **Salem Fence Co., Inc.** is not responsible for any damage not properly marked out.
5. It is your responsibility for the placement of the fence. If the property markers are not present, **Salem Fence Co., Inc.** recommends that you have a survey done to ensure the fence is installed on your property. If the survey markers are not present then you assume 100% responsibility for the placement of the fence, and any costs associated with removing and reinstalling the fence.
6. Contract price is based on normal erecting conditions. Unless included in this contract purchaser is responsible for removal of any obstructions which might interfere with the construction of the fence, such as old fence, hedges, trees, bushes, compost piles, rock walls, etc. If it is necessary to perform any additional work not contracted for, a fair and reasonable charge will be made by **Salem Fence Co., Inc.**
7. Unless otherwise indicated, the fence is to follow the existing ground contour. Should purchaser wish fence to be installed otherwise, any grading or filling in will be done by the purchaser unless contracted for with **Salem Fence Co., Inc.**
8. All fence materials are the responsibility of the purchaser after servicemen leave the construction site.
9. The fence contracted for does not become property of the buyer until final payment is made. **Salem Fence Co., Inc.** can withdraw at any time all materials supplied and/or installed by them should payment not be made according to the agreed terms. Any and all attorney fees and/or court expense due to non payment will be the expense of the buyer.
10. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications involving extra costs will be executed only upon written orders with an extra charge above contracted price. All agreements are subject to weather, strikes, accidents, fires, or other acts of God.
11. Customer can rescind this contract within 72 hours (3 days) with no penalty upon verbal notice and follow-up certified letter to **Salem Fence Co., Inc.** This condition of contract can be waived for emergency installation upon customer signature to same. After 72 hours, any cancellations are subject to a 20% charge (of total cost) due to set-up and preparation of materials.
12. Chain link, aluminum, and PVC materials are warrantied as specified by the manufacturer. There is no warranty on any wood products. Wood is a natural product that may crack, split, warp, mildew, twist, or stain. **Salem Fence Co., Inc.** offers no warranties or guarantees on wood products.
13. Any materials that are warrantied through the manufacturer, does not include **Salem Fence Co., Inc.**'s labor to remove the defective materials and to reinstall the replacement materials.
14. Staining or painting of any wood product is done only at the customers request. Peeling, blistering, or cracking may occur. Rough wood surfaces, knot holes, nail holes, etc. may become noticeable with staining. **Salem Fence Co., Inc.** does not warranty any staining or its stained materials.
15. Self-closing gates, gate latches, gate hinges, and any gate adjustments, as well as post heaving due to frost heaving are not included in the labor warranty.
16. All quotes subject to change. Prices quoted are valid for 30 days.
17. The balance is due upon day of completion. Unpaid balances are subject to 24% annual interest charge/ 2% on balances over 30 days. Any check returned for insufficient funds will incur a \$100.00 fee. Any credit card reversal after 24 hours will incur a \$75.00 reversing charge.
18. **Salem Fence Co., Inc.** accepts Visa, Mastercard, American Express, and Discover

**Salem Fence Co., Inc** carries a 3 year labor warranty on installations. Post rising, land shifting or any acts of GOD are not covered under labor

**THANK YOU FOR YOUR BUSINESS AND WE LOOK FORWARD TO ANOTHER 50 YEARS OF SERVICE**





New York State and Local Sales and Use Tax

ST-124

(5/06)

## Certificate of Capital Improvement

After this certificate is completed and signed by both the customer and the contractor performing the capital improvement, it must be kept by the contractor.

Read this form completely before making any entries.

This certificate may not be used to purchase building materials.

Name of customer (print or type)	Name of contractor (print or type)
Street address	Street address
City State ZIP code	City State ZIP code
Certificate of Authority number (if any)	Certificate of Authority number (if any)

**To be completed by the customer:**

Describe capital improvement to be performed:

Fence Installation

Project name
Street address (where the work is to be performed) City State ZIP code

I certify that:

- I am the ☐ owner, ☐ tenant, of the real property identified on this form, and
- The work described above will result in a capital improvement to the real property within the guidelines of this form, and
- This contract (check one) ☐ includes, ☐ does not include, the sale of tangible personal property that, when installed, retains its identity as tangible personal property and does not become a permanent part of the real property.

I understand that:

- I will be responsible for any sales tax, interest, and penalty due on the contractor's total charge for tangible personal property and for labor, if it is determined that this work does not qualify as a capital improvement, and
- I will be required to pay the contractor the appropriate sales tax on tangible personal property (and any associated services) transferred to me pursuant to this contract, when the property installed by the contractor does not become a permanent part of the real property; and
- I will be subject to civil or criminal penalties (or both) under the Tax Law, if I issue a false or fraudulent certificate.

Signature of customer	Title	Date
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**To be completed by the contractor:**

I, the contractor, certify that I have entered into a contract to perform the work described by the customer named above. (A copy of the written contract, if any, is attached.)

I understand that my failure to collect tax as a result of accepting an improperly completed certificate will make me personally liable for the tax otherwise due, plus penalties and interest.

Signature of contractor or officer	Title	Date
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This certificate is not valid unless all entries are completed.

## Tamara Harrison

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**From:** Recreation  
**Sent:** Monday, June 29, 2020 6:31 PM  
**To:** Maureen Fleming; Jamie McGlasson; William Huestis; Paul Denbaum; Christopher Ruthven  
**Cc:** Tamara Harrison  
**Subject:** Retaining Wall Project  
**Attachments:** p4220 Kent Parks and Recreation, Ryan Park Retaining Wall Replacement, Kent.pdf

Hi everyone,

I just wanted to reach out to you all regarding the retaining wall project that we need to begin down at Ryan's Park. As most of you know the last wooden retaining wall at the park has reached the end of its life span and is in certain need of replacement. I would like to follow the design of the most recent retaining wall we had replaced and instead of using railroad tie which will rot away in 30 years, instead go with large concrete blocks that can last upwards of 100 years.

I contacted 4 engineers/engineering firms regarding quotes on the specs for this project and Insite Engineering was the only one to provide a quote (which I've attached to this e-mail). I'd like to add the acceptance of this quote to the agenda at next week's board meeting, but before doing so wanted to send this out to everyone to see if you had any questions.

The total cost of engineering would come to \$12,600, but they also offer two additional services which I think it would be in our best interested to include - those being full participation in the entire bid process start to finish, as well as monitoring of the construction of the wall throughout all phases of the project. These two services would be a combine \$5,600 extra and while that is a considerable expense, given the incredibly complexities of this wall (adherence to DC regulations, tight building area abutting the stream, proper drainage as to not compromise the parking lot above, etc), I think that they are two services that would help us insure that is done once and done right.

This is my first time taking on a project of this scale and magnitude from start to finish, so any questions, comments, concerns and feedback are greatly appreciated.

Thanks guys!

Jared



November 5, 2019

Mr. Jared Kuczenski  
Town of Kent Parks & Recreation  
Kent Town Center  
25 Sybil's Crossing  
Kent Lakes, NY 10512

Via Email: [recreation@townofkentny.gov](mailto:recreation@townofkentny.gov)

RE: Proposal for Engineering and Surveying Services  
Town of Kent Ryan Park Retaining Wall Replacement  
Town of Kent, New York

Dear Mr. Kuczenski:

Our firm, Insite Engineering, Surveying & Landscape Architecture, P.C. (Insite) is pleased to submit this proposal for engineering and surveying services for the Town of Kent Ryan Park. It is our understanding that you wish to replace the failing railroad tie retaining wall between the parking lot and baseball field along the Middle Branch Croton River.

## 1.0 QUALIFICATIONS

Insite is a firm with fresh ideas and a commitment to quality and service. Our experienced staff has been involved in numerous infrastructure redevelopment projects such as yours, so we are confident that we can service your project well. Insite is staffed with Professional Engineers, Landscape Architects and Land Surveyors, all registered in the State of New York, a full design team, and state-of-the-art computer-aided design and drafting systems. We believe our experienced and multidisciplinary firm provides you with the expertise necessary to bring this project to successful completion.

Insite's mission as a leader in the fields of civil engineering, land surveying, and landscape architecture has remained consistent since our inception in 1989; we deliver prompt, professional services driven by value and client's needs. *At Insite, we make commitments you can count on, and deliver solutions you can build on.*

## 2.0 SCOPE OF SERVICES

The scope of work for this proposal was based on my recent site visit with Chris Kehoe. During my site visit, it was determined that the existing railroad tie retaining wall between the small parking lot and the baseball field along the Middle Branch Croton River is in need of replacement. The railroad tie wall and steps show signs of rot and decay, with some ties completely rotted out. There are also signs of structural failure at the corners of the retaining walls. Chris Kehoe also noted that a portion of the retaining wall on the east side was recently removed since it was also failing.

Our recommendation is to replace the railroad tie retaining wall with a modular concrete block retaining wall, using the same manufacturer as the recently installed wall on the adjacent baseball field. Replacing with a railroad tie retaining wall is not recommended due to the limited lifespan of a railroad tie retaining wall, especially at a municipal application such as this.

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3 Garrett Place, Carmel, New York 10512 (845) 225-9690 Fax (845) 225-9717  
[www.insite-eng.com](http://www.insite-eng.com)

We recommend a holistic approach to the planning and design for the wall replacement. It is in the best interest of the Town to look at how the replacement wall and steps can be designed to work better with the site, maximize its useful life, and minimize construction costs. The following are some of our initial thoughts from our site visit that Insite would explore during the planning phase. Several of the items listed below involve a redesign of the wall and steps location to more efficiently utilize the available space.

1. There is not currently an efficient use of space in and around the retaining wall area: the steps extend into the parking lot, in an area where having additional parking would be beneficial to the Town. There is also additional space between the bottom of the retaining wall and the adjacent field which is not utilized.
2. It is recommended to totally remove the retaining wall and regrade the slope on the east side of the steps. There is enough available area to regrade this section without the need for a costly retaining wall. The slope also needs to be stabilized – the failing slope is evidenced by the wooden guiderail at the top of the slope that is severely leaning and falling down the hill due to the slope failure. This area should be regraded and stabilized, and the guiderail should be replaced.
3. It is recommended to replace the wooden railroad tie steps with precast concrete steps (similar to the steps that Insite designed almost 15 years ago on the other side of the baseball field going up to the upper set of fields). The existing railroad tie steps are not safe since they are very uneven (surfaces of wood and washed out gravel on the steps.) This is not appropriate for a municipal high traffic use area.
4. It is recommended to shift the location of the steps southerly, so the upper parking area can be expanded to add at least one more parking space.
5. Based on my site visit, it appears that the retaining wall height may be able to be reduced from 6' to 4' high. This would significantly reduce construction cost, and also be more aesthetically pleasing by having a shorter wall height. This option will involve shifting the wall a few feet southerly and regrading the adjacent areas.

The previously mentioned concepts were discussed with Chris Kehoe during my initial site visit, Chris thought that these were all viable options, and would provide a better use of the area without negative impacts.

We anticipate the following tasks for the project:

## 2.1 Preparation of Topographic Mapping

It is proposed to prepare a topographic map of a select area of the site as required for site design and related purposes. The topography will be field surveyed. This mapping will be performed at a horizontal scale of 1" = 20' and a contour interval of 1 foot. Elevations will be referenced to an arbitrary datum established for this project and two reference benchmarks will be set on site. This mapping will show existing planimetric detail including edge of parking, existing retaining walls and steps, dug out, edge of river, etc. Property line will be provided based on prior surveying that Insite has performed at Ryan Park.

## 2.2 Concept Sketch

Following the completion of the topographic mapping, Insite will prepare a concept sketch showing the proposed retaining wall design in conceptual form. This map will show the location of the proposed retaining wall and steps, and preliminary grading. This concept sketch will be forwarded to the Town of Kent for their review and acceptance prior to the design phase.



## 2.3 Design Phase

Upon acceptance of the concept plan from the Town of Kent, Insite will prepare a retaining wall and steps plan. Insite's drawings will include a site plan with proposed layout, grading, utilities, erosion control components, and supporting notes and construction details.

## 2.4 NYSDEC General Permit Coverage

The project will require stormwater coverage under NYSDEC General Permit GP-0-15-002. The Erosion Control SWPPP prepared for the Town will also be used for NYSDEC General Permit coverage. At this time, the project is anticipated to involve more than 5,000 sf of total site disturbance. Therefore, the project will require stormwater coverage under NYSDEC General Permit GP-0-15-002. The design drawings listed in Section 2.3 above will also be used for the NYSDEC General Permit Coverage and will not require NYSDEC post-construction stormwater management practices, or a SWPPP approval from the NYCDEP.

This task also includes the preparation and submission of the required Notice-of-Intent (NOI) and SWPPP Acceptance Form.

## 2.5 Bidding (if requested)

Insite can assist the owner with bidding services, including the preparation of an appropriate bid package, solicitation of contractors, bidding support, attendance of a pre-bid meeting, responding to requests for information from contractors during bidding, reviewing bids, and recommending a contractor.

## 2.6 Construction Phase Services (if requested)

Insite can provide part time construction phase services for the subject project. This task includes part-time construction inspection to ensure compliance with the approved plans and specifications. Also included in this task are: shop drawing review, response to contractor and owner Requests for Information (RFI's), attendance of site meetings, and general construction support for the site related aspects of the project. The frequency of inspections can vary based on the pace of the work and quality of the construction. 20 Insite manhours of time have been allocated for this task (including 12 Insite manhours of inspection time over a 4-week construction period).

## 2.7 Project Closeout

Upon the completion of construction, Insite shall perform a final site inspection to determine that the work was completed in general conformance with the approved plans, and that the vegetation over all of the disturbed areas has sufficiently germinated. Insite shall prepare and file the required Notice of Termination (NOT) with the Town of Kent and the NYSDEC at the project's completion.

## 3.0 FEES FOR SERVICES

Budgets for professional services provided by Insite for the scope listed above are as follows:

3.1	Preparation of Topographic Mapping	Budget	\$2,400.00
3.2	Concept Plan	Budget	\$2,200.00
3.3	Design Phase	Budget	\$6,000.00



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3.4	NYSDEC General Permit Coverage	Budget	\$1,000.00
3.5	Bidding (if requested)	Budget	\$3,000.00
3.6	Construction Phase Services (if requested)	Budget	\$2,600.00
3.7	Project Closeout	Budget	\$1,000.00

Insite's services will be billed monthly on a time and materials basis for all hours expended in accordance with the fee schedule in effect at the time the services are performed. Attached is Insite's current Fee Schedule, and General Terms and Conditions.

The scope of professional services as described in this proposal is inclusive of activities normally required for this type of project. The fees stated in this proposal do not include the following:

- Engineering services beyond those stated.
- Surveying services beyond those stated.
- Stormwater management design or sizing calculations.
- Filing, application, and review fees to governing agencies (not anticipated).
- Wetland delineation, reports, mitigation plans or related services (not anticipated).
- SEQRA services (not anticipated).
- Procurement of other regulatory permits (not anticipated).
- Services resulting from significant changes in the general scope, extent, or character of the project or its design, beyond the control of Insite.
- Reimbursable expenses per attached fee schedule.

#### **4.0 AUTHORIZATION TO PROCEED**

Should you find this proposal acceptable and wish to retain Insite to provide professional services, please sign this proposal in the Authorization to Proceed section, and return it to our office. A fully executed copy of this proposal will be returned to you for your files.

This proposal is valid for 30 days from the date of this letter.

Thank you for this opportunity to submit this proposal. Should you have any questions or require any additional information, please feel free to contact our office.

Very truly yours,

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

By: JMW  
John M. Watson, P.E.

JMW/amk

Insite File 00006.4220

### **AUTHORIZATION TO PROCEED**

This will authorize Insite Engineering, Surveying & Landscape Architecture, P.C. to proceed with professional services in accordance with this Proposal, and confirms the Client's acceptance of the attached Fee Schedule, and General Terms and Conditions (Agreement). Upon Insite's acceptance of this Proposal or commencement of the services, the Proposal, Fee Schedule and General Terms and Conditions shall constitute the Agreement between the Client and Insite.

In order to help us respond to your concerns promptly, please provide the following information pertinent to this project: address if other than on proposal, contact person if other than yourself, and phone numbers where you and/or contact may be reached during the day.

Signature: _____	Contact: _____
Client Name: _____	Office #: _____
Date: _____	Fax #: _____
Address: _____	Cell #: _____
_____	Email: _____

### **INSITE ACCEPTANCE:**

Accepted By: _____	Date: _____
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Insite File No. 00006.4220

## 2019 PROFESSIONAL SERVICES SCHEDULE

### FEE SCHEDULE

Senior Principal	\$196./hr.
Principal	\$174./hr.
Senior Project Personnel (Engineer, Landscape Architect, Surveyor)	\$150./hr.
Project Personnel (Engineer, Landscape Architect, Surveyor, Designer)	\$138./hr.
Senior Survey Technician/Senior Field Technician	\$118./hr.
Design Engineer/Landscape Designer/CADD Specialist	\$112./hr.
Designer/Survey Technician	\$100./hr.
CADD Operator/Field Technician	\$84./hr.
Junior Technician	\$74./hr.
Administration	\$54./hr.
Survey Field Crew (2-person)	\$220./hr.
Survey Field Crew (1-person)	\$166./hr.

Survey field crew rates stated are not based on prevailing wage rates. Assignments requiring prevailing wage rate surveying will require rate adjustments based on applicable prevailing wage rates specific to the assignment.

All hours are billed portal to portal. In addition, reimbursement is required for all actual expenses incurred including mileage (rate of \$0.60 per mile), special equipment, plotting, printing, postage, express deliveries, and related items.

### GENERAL TERMS AND CONDITIONS

**Insite** shall mean only INSITE ENGINEERING, SURVEYING & LANDSCAPE ARCHITECTURE, P.C., and Client shall mean the party that executed the attached Agreement.

**Payment** Unless otherwise provided in this Agreement, Insite shall invoice Client monthly as provided in the attached agreement. Insite submits invoices on a monthly basis or upon completion of each task, whichever comes first.

Invoices are payable within 15 days of the invoice date. Accounts remaining unpaid more than 15 days after the invoice date are subject to 1 percent interest per month (12 percent annually), starting from the date of the invoice. In addition, Insite may, after 30 days from the date of the invoice, suspend services until Insite is paid in full for amounts due for services rendered.

**Changes in Scope** Client shall have the right within the general purpose and intent of the project to change, add or delete items from services in writing and subject only to the agreement of Insite with respect to the effect on cost and schedule.

**Non-Responsibility** Insite shall not be responsible for construction means and methods, site safety, or pollution control.

# Insite Engineering, Surveying & Landscape Architecture, P.C.

## 2019 PROFESSIONAL SERVICES SCHEDULE

### GENERAL TERMS AND CONDITIONS (Continued)

**Client Responsibilities** Client shall on a continuing basis throughout the term of this Agreement; maintain a designated representative, who shall be reasonably available to meet with Insite on Client's behalf; provide Insite with all relevant project related data available to Client; and unless otherwise provided arrange for access, entry and use of property of Client (including utilities thereon) and others, as and when reasonably required by Insite for performance of services.

**Change in Law** Client shall bear the cost of any material change in, or addition to, services resulting from a change in law or interpretation effective after the date of this Agreement.

**Force Majeure** Neither party shall be liable for loss or damage suffered by the other as a result of any failure or delay in the performance of its obligations under the Agreement caused by a Force Majeure event or circumstance beyond its reasonable control.

**Other Use of Results** Client acknowledges that deliverable documents, drawings and data in whatever form ("Documents") produced directly or indirectly through the efforts of Insite in performing services and any analyses, recommendations, or conclusions ("Results") they contain are based upon the specific circumstances and conditions of the project and are intended solely for use by Client in connection with the project. Any change or other than agreed upon use of Documents or Results shall be at the sole risk of Client. Regardless of when delivered, Documents and Results shall become the property of Client upon Insite's receipt of payment in full. Client agrees to defend, indemnify and hold harmless Insite from and against any and all losses arising from Client's direct or indirect use of Documents or Results, other than for their intended use in connection with project.

**Indemnification** Subject to the provision of these General Terms & Conditions, Insite agrees to indemnify and hold harmless Client, its directors, officers, employees, agents, successors and assigns from losses to the extent and in the proportion caused by the willful misconduct or negligent acts, errors or omissions of Insite, its directors, officers, employees, successors and assigns. To the extent and in the proportion not caused by the willful misconduct or negligent acts, errors or omissions of Insite, its directors, officers, employees or its agents, subcontractors, successors and assigns, Client agrees to defend, indemnify and hold Insite harmless from losses arising in connection with project.

**Insurance** Throughout the term of this Agreement, Insite shall maintain insurance including Worker's Compensation; Automobile; General Liability; and Professional Liability insurance.

**Liability** The maximum liability of Insite, its directors, officers, employees and its agents, subcontractors, successors and assigns to Client pursuant to these General Terms & Conditions shall be limited to the cost of the services, or \$1,000,000, whichever is less.

**Limitation of Damages** The parties waive any right they may have at law or in equity to demand or receive consequential or punitive damages.

**Suspension of Services** Client shall have the right to suspend all or part of the services, provided Client gives Insite at least seven (7) days' notice of the dates each suspension is to begin and end.

**Termination** Either party shall have the right to terminate this Agreement without cause upon thirty (30) days' notice. In the event this Agreement is terminated by either party, Client shall pay in full for services performed and costs reasonably incurred by Insite, its agents and subcontractors up to the effective date of termination.

**Assignment** Except as otherwise provided herein, this Agreement shall not be assignable by either party, in whole or in part, without the prior written consent of the other party.

**Notice** All notices shall be given to the other party in writing by electronic delivery, hand delivery, express mail, or U.S. mail service providing proof of delivery.

**Integration** This Agreement shall constitute the entire agreement between the parties.

**Modification** This Agreement shall not be modified or replaced, in whole or in part, except by written amendment.

**Interpretation** This Agreement shall be interpreted and enforced in accordance with the Laws of the State of New York.

**Severability** If any provision of this Agreement is determined or declared by a court of competent jurisdiction to be invalid or otherwise unenforceable, all remaining provisions of this Agreement shall be unaffected and shall be interpreted so as to give the fullest practicable effect to the original intent of the parties.

**Waiver** Unless otherwise agreed in writing, neither party's waiver of the other's breach of any term or condition contained in this Agreement shall be deemed a waiver of any subsequent breach of the same or any other term or condition of this Agreement.

## Maureen Fleming

---

**From:** Recreation  
**Sent:** Wednesday, July 1, 2020 1:09 PM  
**To:** Maureen Fleming; Jamie McGlasson; William Huestis; Paul Denbaum; Christopher Ruthven  
**Cc:** Tamara Harrison  
**Subject:** New Playground for Huestis Park  
**Attachments:** Huestis Town Park-Model.pdf; Jovial View A.jpg; Jovial View B.jpg; Jovial View C.jpg; Jungle View A.jpg; Jungle View B.jpg; Jungle View C.jpg; Rainforst View A.jpg; Rainforst View B.jpg; Rainforst View C.jpg; Quote\_Sale\_101310-01-01.pdf

Hi everyone!

As most of you know, with the help of Maureen I've been actively pursuing ideas for a new playground at Huestis Park. What's there now has been stripped down to bare bones, is worn and dated, and I truly and passionately believe that we need a new playground to replace it, one that our residents deserve and can be proud of.

Attached is a proposal for the area that we received a few weeks back from Miracle Playgrounds. It was originally presented to us as a grant opportunity through Miracle, but after further investigation it's really just a discount on the equipment. Because of this, just taking this one proposal wouldn't satisfy our policies of procurement, but also, since as Bill noted almost all playground companies are giving deep discounts right now, Maureen and I believe it's in our best interest to go out to bid to get proposals from as many companies as possible to see who can give us the best bang for our buck.

So if everyone's okay with it, I'd like to discuss this further at the upcoming board meeting and hopefully get your permission to go out to bid. The plan would be to take an in depth look Miracle's proposal (which I've more or less already done) and create bid specs that are similar with respect to the number of slides, height of platforms, number of climbing features, swings, other features, etc). Furthermore, going off of Miracle's proposal, I believe that setting a price cap of \$35,000 would be sufficient to get a playground suitable for Huestis Park. The funds to pay for said playground would then be taken out of the allotments made by the board for capitol improvements to HP.

Please let me know if you have any questions, comments or concerns. If not I'll get all of this info over Tamara for discussion at next Tuesday's board meeting.

Thanks,

Jared





Huestis Town Park  
Kent, NY  
Jovial Palette-View A





Huestis Town Park  
Kent, NY  
Jungle Palette-View A





Huestis Town Park  
Kent, NY  
Rainforest Palette-View A





# Reopening New York

## Low-Risk Outdoor Arts & Entertainment Guidelines for Employers and Employees



These guidelines apply to all low-risk outdoor arts and entertainment activities permitted to [reopen](#). This guidance applies to low-risk outdoor arts/entertainment activities, including outdoor zoos, botanical gardens, nature parks, grounds of historic sites and cultural institutions, outdoor museums, outdoor agritourism, local agricultural demonstrations and exhibitions; and other similar institutions/activities. See "Interim COVID-19 Guidance for Low-Risk Outdoor Arts and Entertainment" for full details.

During the COVID-19 public health emergency, all owners/operators of low-risk outdoor art and/or entertainment centers should stay up to date with any changes to state and federal requirements related to outdoor arts and entertainment activities and incorporate those changes into their operations. This guidance is not intended to replace any existing applicable local, state, and federal laws, regulations, and standards. This guidance does not apply to indoor arts or entertainment, museums, or outdoor recreational activities.

	Mandatory	Recommended Best Practices
Physical Distancing	<ul style="list-style-type: none"><li>✓ Limit workforce and patron/visitor presence to no more than 33% of the maximum occupancy for a particular area at any given time, inclusive of patrons/visitors, who must only be permitted entry into the institution if they wear an acceptable face covering, provided that they are over age 2 and able to medically tolerate one.</li><li>✓ Ensure limited indoor capacity to accommodate patrons/visitors who may need to enter/exit through indoor space to access the outdoor arts/entertainment space, restroom(s), payment locations, or in an emergency, and allow such ingress/egress in a socially distant manner.</li><li>✓ Ensure a distance of at least 6 ft. is maintained among individuals, except for members of the same household or party, at all times, unless safety or the core activity requires a shorter distance (e.g. operating cash registers), in which case all individuals must wear face coverings.</li><li>✓ Ensure that employees wear face coverings any time they interact with patrons/visitors, and that all individuals, including employees and patrons/visitors, wear face coverings any time they're within 6 ft. of another person.</li><li>✓ For exhibits in a small area, calculate and enforce maximum occupancy limits and social distancing.</li><li>✓ Monitor/control flow of traffic into the site and exhibits to adhere to capacity requirements, and enhance employee/security presence to enforce limitations on gathering size, as necessary.</li><li>✓ Only permit group tours for members of the same household or party and with a maximum capacity under social gathering requirements at the time, including employees and patrons/visitors.</li><li>✓ Close high-risk interactive exhibits (e.g. those requiring patrons/visitors to touch or wear objects).</li></ul>	<ul style="list-style-type: none"><li>✓ Restrict/modify the number of workstations and employee seating areas, so that individuals are at least 6 ft. apart in all directions (e.g. side-to-side and when facing one another) and are not sharing workstations without cleaning and disinfection between use.</li><li>✓ Enact physical barriers between employees and patrons/visitors at check-out registers information booths, and ticket kiosks, in accordance with <a href="#">OSHA guidelines</a>.</li><li>✓ Encourage patrons/visitors to purchase tickets in advance online.</li><li>✓ Implement specific visit times when issuing tickets (e.g. timed entrances/exits) to avoid crowding.</li><li>✓ Designate separate entrance/exits, to the greatest extent possible.</li><li>✓ Encourage the use of touchless payment options.</li><li>✓ Rearrange patron/visitor waiting areas (e.g. lines, parking) to maximize social distancing.</li><li>✓ Reduce bi-directional foot traffic using tape or signs with arrows on sidewalks, walking paths, or spaces, and post signage and distance markers denoting spaces of 6 ft. in all commonly used areas and any areas in which lines are commonly formed or people may congregate (e.g. ticket lines, in front of exhibits, clock in/out stations, health screening stations).</li></ul>

WEAR A MASK.

GET TESTED.

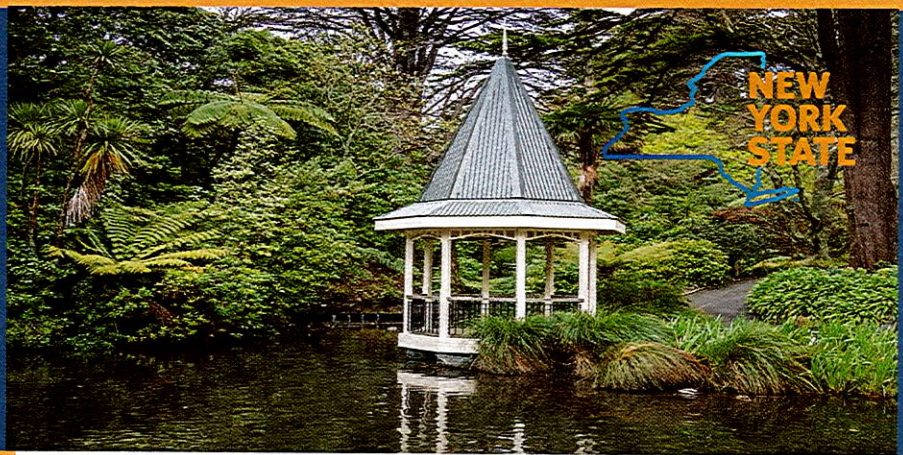
SAVE LIVES.





# Reopening New York

## Low-Risk Outdoor Arts & Entertainment Guidelines for Employers and Employees



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During the COVID-19 public health emergency, all owners/operators of low-risk outdoor art and/or entertainment centers should stay up to date with any changes to state and federal requirements related to outdoor arts and entertainment activities and incorporate those changes into their operations. This guidance is not intended to replace any existing applicable local, state, and federal laws, regulations, and standards. This guidance does not apply to indoor arts or entertainment, museums, or outdoor recreational activities.

	Mandatory	Recommended Best Practices
Physical Distancing (cont'd)	<ul style="list-style-type: none"><li>✓ Close children's play areas or exhibits with play equipment, unless such areas/exhibits can be cleaned, disinfected, and sanitized between each child using the area/equipment who is not a member of the same household or party.</li><li>✓ Move any picnic areas and benches 6 ft. apart or close them if they can't be moved.</li><li>✓ Operate in accordance with industry-specific DOH guidelines where appropriate.</li></ul>	
Protective Equipment	<ul style="list-style-type: none"><li>✓ Ensure patrons/visitors are only permitted entry into the institution if they wear an acceptable face covering; provided they are over age 2 and able to medically tolerate one.</li><li>✓ Ensure patrons/visitors wear face coverings whenever they are in common areas or scenarios where it may be difficult to maintain 6 ft. of distance (e.g. entering/leaving the facility, traversing an enclosed small exhibit, interacting with employees) and whenever they are within 6 ft. of individuals who are not members of their household or party.</li><li>✓ Ensure that any time employees come within six feet of another person, acceptable face coverings are worn. Employees must be prepared to don a face covering if another person unexpectedly comes within 6 ft.</li><li>✓ Employees also must wear face coverings any time they interact with patrons/visitors.</li><li>✓ Provide employees with an acceptable face covering at no-cost to the employee and have an adequate supply of coverings in case of need for replacement.</li><li>✓ Acceptable face coverings include but are not limited to cloth (e.g. homemade sewn, quick cut, bandana), surgical masks, and face shields.</li><li>✓ Clean, replace, and prohibit sharing of face coverings. Consult CDC <a href="#">guidance</a> for information on PPE, as well as instructions on use and cleaning.</li></ul>	

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GET TESTED.

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# Reopening New York

## Low-Risk Outdoor Arts & Entertainment Guidelines for Employers and Employees



NEW  
YORK  
STATE

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	Mandatory	Recommended Best Practices
Protective Equipment (cont'd)	<ul style="list-style-type: none"><li>✓ Limit the sharing of objects among employees, as well as the touching of shared surfaces; or, require employees to wear gloves (trade-appropriate or medical) when in contact with shared objects or frequently touched surfaces; or, require employees to perform hand hygiene before and after contact.</li></ul>	
Hygiene, Cleaning, and Disinfection	<ul style="list-style-type: none"><li>✓ Adhere to hygiene, cleaning, and disinfection requirements from the <a href="#">Centers for Disease Control and Prevention</a> (CDC) and <a href="#">Department of Health</a> (DOH) and maintain logs on site that document date, time, and scope of cleaning and disinfection.</li><li>✓ Provide and maintain hand hygiene stations on site, including handwashing with soap, running warm water, and disposable paper towels, as well as an alcohol-based hand sanitizer containing 60% or more alcohol for areas where handwashing is not available/practical.</li><li>✓ Make hand sanitizer available throughout common areas (e.g. near exhibits).</li><li>✓ Conduct regular cleaning and disinfection of the site and more frequent cleaning and disinfection for high-risk areas used by many individuals and for frequently touched areas. Use Department of Environmental Conservation (DEC) <a href="#">products</a> identified by the Environmental Protection Agency (EPA) as effective against COVID-19.</li><li>✓ Discontinue headsets/equipment loaned/rented to patrons/visitors unless they can be properly disinfected after each use.</li><li>✓ If single-use maps are not provided, ensure they are cleaned and disinfected after every use.</li><li>✓ Provide for cleaning and disinfection of exposed areas in the event an individual is confirmed to have COVID-19, with such cleaning and disinfection to include, at a minimum, all heavy transit areas and high-touch surfaces (e.g. badge scanners, restrooms, handrails, door handles, vending machines, communal coffee stations). Follow <a href="#">CDC guidelines</a> on cleaning your facility after a suspected or confirmed case.</li></ul>	<ul style="list-style-type: none"><li>✓ Provide single-use maps, pamphlets guides to patrons/visitors, if such items are used.</li><li>✓ Make maps, pamphlets, guides, etc. available digitally to be viewed on personal electronic devices, as practicable.</li></ul>

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# Reopening New York

## Low-Risk Outdoor Arts & Entertainment Guidelines for Employers and Employees



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	Mandatory	Recommended Best Practices
Communication	<ul style="list-style-type: none"><li>✓ Affirm you have reviewed and understand the state-issued industry guidelines, and that you will implement them.</li><li>✓ Post signage throughout the location to remind personnel and patrons/visitors to adhere to proper hygiene, social distancing rules, appropriate use of PPE, and cleaning and disinfection protocols.</li><li>✓ Conspicuously post completed safety plans on site.</li></ul>	<ul style="list-style-type: none"><li>✓ Develop a communications plan for employees and patrons/visitors that includes applicable training, signage, and a consistent means to provide employees and patrons/visitors with information.</li></ul>
Screening	<ul style="list-style-type: none"><li>✓ Implement mandatory daily health screenings for employees and, where practicable, contractors and vendors (but do not mandate for patrons/visitors or delivery personnel), including an assessment (e.g. questionnaire, temperature check) asking about (1) COVID-19 <a href="#">symptoms</a> in past 14 days, (2) positive COVID-19 test in past 14 days, and/or (3) close or proximate contact with confirmed or suspected COVID-19 case in past 14 days. Responses must be reviewed and documented daily.</li><li>✓ Immediately notify the state and local health department upon being informed of any positive COVID-19 test results.</li><li>✓ Designate a site safety monitor whose responsibilities include continuous compliance with all aspects of the site safety plan.</li></ul>	<ul style="list-style-type: none"><li>✓ Prevent employees from intermingling in close or proximate contact with each other prior to completion of the screening (e.g. perform screening remotely).</li><li>✓ Screeners should be trained by employer-identified individuals familiar with CDC, DOH, and OSHA protocols and wear appropriate PPE, including at a minimum, a face covering.</li><li>✓ Temperature checks may also be conducted per U.S. Equal Opportunity Commission or DOH guidelines.</li><li>✓ Maintain a log of every person including employees, contractors, and vendors who may have close or proximate contact with other individuals at the workplace or area.</li><li>✓ Encourage – but do not require – patrons/visitors to complete a health screen or provide contact information.</li><li>✓ Refer to DOH <a href="#">guidance</a> regarding protocols and policies for employees seeking to return to work after a suspected or confirmed case of COVID-19 or after an employee had close or proximate contact with a person with COVID-19.</li></ul>

WEAR A MASK.

GET TESTED.

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

## MEMORANDUM

**Date: June 22, 2020**

**To: Town Board**

**From: Richard T Othmer Jr. Town of Kent Highway Superintendent**

**Subject: Authorization to Auction Trailer**

---

Honorable Members of the Board;

I request your approval to auction off on "Auctions International" our 2013 Winston 19' tilt trailer of which we do not need anymore. We have acquired two larger trailers in the past six years that fulfill our all-around needs perfectly. This trailer served its purpose well in our fleet as a temporary stopgap until we were able to prudently upgrade. We can recoup good value from this sale right now in lieu of letting it rust away unused in the yard.

I respectfully request that this be placed on the agenda for the Town Board meeting of July 7<sup>th</sup> for resolution approval. Attached please find the required backup.

Sincerely;

Richard T Othmer Jr.

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

PURCHASE  
ORDER NO.

DO NOT WRITE IN THIS BOX

VOUCHER

Claimant's  
Name  
And  
Address

CONGELOSI TRAILER 7  
SALES  
2201 Route 17K  
MONTGOMERY, NY 12549-1909  
Tax I.D. # 845-361-2246

DATE VOUCHER REC'D	
FUND - APPROPRIATION	AMOUNT
	6741 00
TOTAL	6741 00
ABSTRACT NO.	
VENDOR'S REF. NO.	

VOUCHER NO.

DATES	QUANTITY	DESCRIPTION OF MATERIALS OR SERVICES	UNIT PRICE	AMOUNT
6/24/2014	1	7 TON WINSTON 19' TILT TRAILER 80' X 90' TILT TRAILER OAK DECK LED LIGHTS	6741 00	6741 00
(SEE INSTRUCTIONS ON REVERSE SIDE)			TOTAL	6741 00

COPY

CLAIMANT'S CERTIFICATION

I, \_\_\_\_\_, CERTIFY THAT THE ABOVE ACCOUNT IN THE AMOUNT OF \$ 6741.00  
IS TRUE AND CORRECT; THAT THE ITEMS, SERVICES AND DISBURSEMENTS CHARGED WERE RENDERED TO OR FOR THE MUNICIPALITY  
ON THE DATES STATED; THAT NO PART HAS BEEN PAID OR SATISFIED; THAT TAXES, FROM WHICH THE MUNICIPALITY IS EXEMPT,  
ARE NOT INCLUDED; AND THAT THE AMOUNT CLAIMED IS ACTUALLY DUE.

DATE

SIGNATURE  
(SPACE BELOW FOR MUNICIPAL USE)

TITLE

DEPARTMENT APPROVAL

THE ABOVE SERVICES OR MATERIALS WERE RENDERED  
OR FURNISHED TO THE MUNICIPALITY ON THE DATES  
STATED AND THE CHARGES ARE CORRECT.

4-10-14  
DATE

*[Signature]*  
AUTHORIZED OFFICIAL

APPROVAL FOR PAYMENT

THIS CLAIM IS APPROVED AND ORDERED PAID FROM  
THE APPROPRIATIONS INDICATED ABOVE.

\_\_\_\_\_  
\_\_\_\_\_  
DATE

\_\_\_\_\_  
\_\_\_\_\_  
AUDITING BOARD



Anthony 14381



LIC. 7028600

FED. ID 14-1682413

# Paul Congelosi TRAILER SALES

SALES, INC.

PUT US BEHIND YOU TODAY

2201 Route 17K  
MONTGOMERY, New York 12549-1909  
(845) 361-2246 Fax (845) 361-2141  
www.CongelosiTrailerSales.com  
Info@CongelosiTrailerSales.com

PU Today 10A



Horse - Stock - Utility -  
Cargo - Equipment  
Bought - Sold - Traded  
Parts & Hitches

Name of Purchaser Town of KentAddress 25 Sybil's Crossing Kent Lakes, NY 10512Phone # (845) 380-1326 Phone 2/Fax \_\_\_\_\_Date 4/25/2014Inspection Date 04/25/14Inspect. Certificate No 10153348

## Description of Vehicle

New	<input checked="" type="checkbox"/>	Used	<input type="checkbox"/>	Year	<u>2013</u>	Make	<u>Winston</u>	Model	<u>AP20723EC</u>	Color	<u>Yellow</u>
Vehicle ID No				<u>1W9AP2323DH160182</u>			M.V.50 No.		<u>47061416</u>	Plate No.	
									<u>NA</u>		

SECTION #1

COPY

ALL LUG NUTS MUST BE CHECKED @  
50 MILES & @ 150 MILES

"LP": 7-Flat

## CONDITIONS OF SALE

All used tractors and farm equipment sold in as is condition.

Deposit good for 30 days after vehicle is in dealer stock.

If this motor vehicle is classified as a used motor vehicle, Paul Congelosi Sales, Inc. certifies that the entire vehicle is in condition and repair to render, under normal use, satisfactory and adequate service upon the public highway at the time of delivery.

## NEW VEHICLE WARRANTY DISCLAIMER

The only warranties applying to this vehicle are those offered by the manufacturer. The selling dealer disclaims all warranties, either expressed or implied, including any implied warranties of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any person to assume for it any liability in connection with the sale of this vehicle.

WOM

Cash Price of Vehicle \$6,700.00N/A - Trade in Allowance \$0.00Sub Total \$6,700.00Federal Excise Tax 12% on \$0.00 \$0.00County: Exempt Sales Tax 0 % on \$ 6700 \$0.00State Inspection Fee \$6.00Vehicle Total \$6,706.00Total #1 \$0.00Total \$6,706.00Deposit \$0.00Cash or Certified check Due on Delivery \$6,706.00

Dealer's optional fee for processing application for registration and/or certificate of title, and for securing special or distinctive plates (if applicable).\*

THIS IS NOT A D.M.V. FEE

\$25.00D.M.V. Fee \$0.00N.Y.S. Tire Mgmt. Fee (\$2.50 per tire as of 9/12/03) No. of Tires 4 \$10.00BALANCE \$6,741.00

\*The optional dealer registration or title application processing fee (\$75.00 maximum) and special plate processing fee (\$5.00 maximum) are not New York State or Department of Motor Vehicles fees. Unless a lien is being recorded or the dealer issued number plates, you may submit your own application for registration and/or certificate of title or for a special or distinctive plate to any motor vehicle issuing office.

THE FRONT OF THIS ORDER COMPRISES THE ENTIRE AGREEMENT AFFECTING THIS PURCHASE AND NO OTHER AGREEMENT OR UNDERSTANDING OF ANY NATURE CONCERNING SAME HAS BEEN MADE OR ENTERED INTO, OR WILL BE RECOGNIZED. I HEREBY CERTIFY THAT NO CREDIT HAS BEEN EXTENDED TO ME FOR THE PURCHASE OF THIS MOTOR VEHICLE EXCEPT AS APPEARS IN WRITING ON THE FACE OF THIS AGREEMENT. TRAILER RECEIVED IN GOOD CONDITION.

Customer Signature \_\_\_\_\_

Copies: White=Paid

Yellow=PC Copy

Pink=Customer Copy



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

## MEMORANDUM

**Date: June 26, 2020**

**To: Honorable Supervisor Maureen Fleming**

**From: Richard T Othmer Jr. Town of Kent Highway Superintendent**

**Subject: Auctioning of Old Dump Bodies & Pick-up Truck**

---

Supervisor Fleming;

I would like to auction off on "Auctions International" or sell for scrap metal, whichever brings in the greatest revenue in return the following;

- Rusted dump bodies from Highway Truck # 55 & 56. These bodies are rusted out from rough duty & salt. It would cost too much to refurbish for a limited life span. Municipal Repairs Manager Nick Mancuso & I decided this is not the way to go financially. We are now replacing with stainless steel, which will last the lifetime of the truck instead of constantly having to refurbish dump bodies repeatedly which is an archaic approach now that stainless steel bodies are much more affordable.\_\_\_\_\_
- Kent Highway Pickup Truck #18 is a 28-year-old 1992 Chevy 3500 Club Cab Vin #1GCGC33K6NJ356880. It has reached the end of its service life. The truck is rotted out & has a blown transmission.

Please place this on your July 7<sup>th</sup> Town Board meeting agenda with my other requests so I can expedite the sales & keep my yard clean & orderly.

Sincerely;

Richard T Othmer Jr.



Memo

6/26/2020

Rich Othmer,

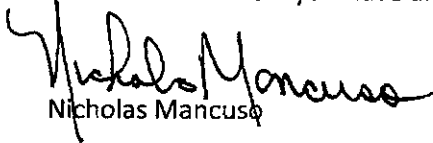
Below are serial numbers for 2 truck bodies that need to be replaced due to heavy rust and rot. I recommend to replace with stainless steel bodies. I will advertise on Auctions International to get the best return.

Highway truck # 55 body serial # 41201795

Highway truck # 56 body serial # 41201794

Another issue is Highway Truck # 18 1992 Chevy 3500 pick up vin # 1GCGC33K6NJ356880 has reached the end of its service life. The transmission failed and rendered the truck unmovable. The truck is rusted and the floor pans are rotted. I recommend to auction this vehicle and label it sold as is.

Please contact me if you have any questions.



Nicholas Mancuso

Service Manager

Town of Kent



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

## MEMORANDUM

**Date: July 2, 2020**

**To: Honorable Members of the Town Board**

**From: Richard T Othmer Jr. Town of Kent Highway Superintendent**

**Subject: Auctioning off 1999 Jeep Wrangler**

---

I respectfully request approval by resolution, the selling off our 21 year old 1999 Highway Truck #15, Vin #1J4FY29P5XP418953 Jeep Wrangler on Auctions International. I originally purchased this Jeep for \$3,000.00 on a public bid when I first took office being that I needed a 4-wheel drive vehicle to perform my duties. In 2014, there were no available vehicles in our antiquated inventory to satisfy this need. In 2016, Town Supervisor Maureen Fleming & I submitted a grant through State Senator Sue Serino and had three new plow pick-ups funded for \$120,000.00, which was a lifesaver for the Department at that time.

Please see the attached paperwork from Municipal Repairs Manager Nick Mancuso recommending this sale. Interesting enough, we might be able to get back more money in return being that it is such a coveted oddity in the collector's world. However, it has no further functional value to this Department. I would ask that you add this to your July 6th agenda with the other Highway Department items. Thank you.

Sincerely;

Richard T Othmer Jr.

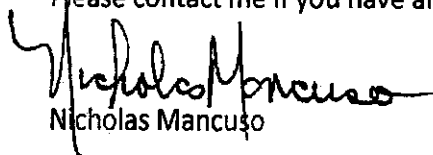
Memo

7/2/2020

Rich Othmer,

Attached is a photo showing main frame failure on Highway # 15 1999 Jeep Wrangler  
VIN# 1J4FY29P5XP418953 . The vehicle frame has extreme rot and will not pass New York State  
inspection. I recommend to place this vehicle on auctions international and label it sold as is.

Please contact me if you have and questions.

A handwritten signature in black ink, appearing to read "Nicholas Mancuso". The signature is stylized with a large initial "N" and a long, sweeping underline.

Service Manager

Town of Kent



**Keep**

Nicholas Mancuso <ragtop1976@aol.com>

Thu 7/2/2020 8:29 AM

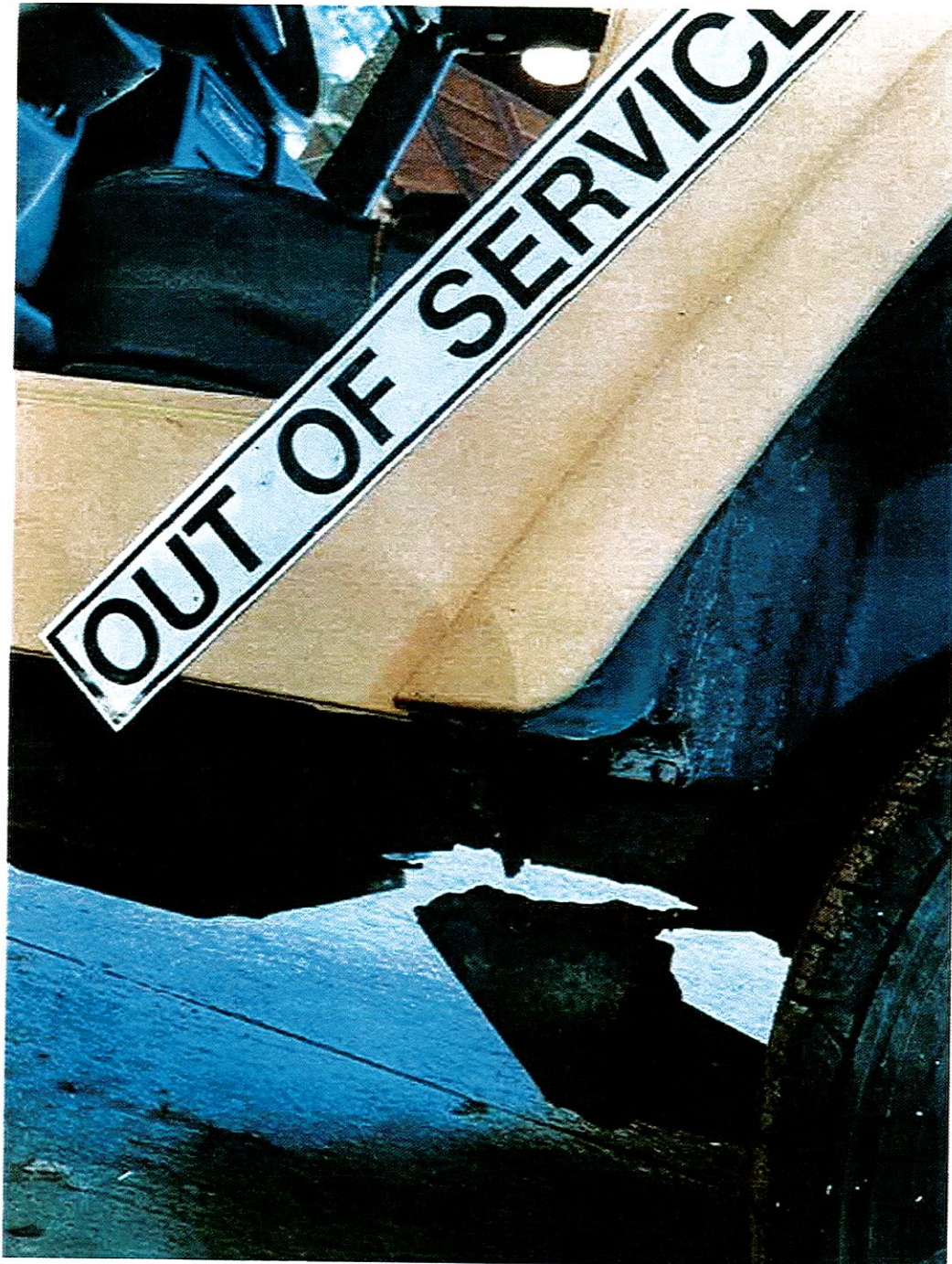
To: Kent Highway <highwaykent@townofkentny.gov>

TOWN OF KENT NOTICE

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DO NOT click links, DO NOT open attachments, DO NOT forward if you were not expecting this email or if it seems suspicious in any way! REMEMBER: NEVER provide your user ID or password to anyone for any reason!

Rotted frame







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

June 29, 2020

Honorable Members of the Town Board;

Please see the attached memo I received in April from Municipal Repairs Manager Nick Mancuso concerning the status of our rapidly declining 22-year-old Caterpillar front-end loader. I delayed action in order to investigate our viable financial options the past two months and together with Nick Mancuso, General Foreman Lew Strickland, Crew Chief Chris Morris and myself, we offer the following proposal to the board:

- We researched and conducted site visits to several different brand dealers and decided that another Caterpillar would be best serve this department.
- As we did with our John Deere mowing tractors, the best deal for the town would be to lease a loader for 60-month period at the cost of \$38,503.32 per year and a \$1.00 buyout at the end. At that point, we can access the work performance and maintenance burden and decide to either keep it or repeat the cycle. Most municipalities follow this strategy now.
- This includes a trade in value of \$23,000.00 for our existing antiquated loader.
- We pay nothing until 2021. It would be calculated into next year's new equipment line.
- Our fleet replacement program is starting to bear fruit, as we are extremely proactive in our road projects. The mechanics are spending most of their time doing routine maintenance instead of trying to patch up rusted junk all the time, as was the norm until recently.
- This year we will lose three old and rotted pick-ups and two small dumps. They can be replaced with one new pick-up and one small dump which will have a productive life span of 10-12 years.
- Industry standards recommend to constantly replacing most equipment at this stage of their life to get the most value and spend minimal money rebuilding.
- With the lease on the loader and the acquisition of one pick-up and one small dump our new equipment budget will be well under \$200,000.00 for the first time since I took office.

I please ask that you place this request on the July 7, 2020 Town Board meeting for a resolution. I have attached the Government Contract & back-up. Thank you.

Sincerely,

Richard T Othmer Jr.  
Kent Highway Superintendent



## MUNICIPAL REPAIRS

Nicholas Mancuso, Service Manager

62 Ludington Court

Kent Lakes, NY 10512

(845) 225-6612

[municipalrepairs@townofkentny.gov](mailto:municipalrepairs@townofkentny.gov)

Date: 4/23/2020

To: Highway Superintendent  
Richard Othmer

Subject: Highway 73

Superintendent Richard Othmer this is to advise you on the condition of Highway # 73 1998 cat loader 938G. As you know this machine is the work horse in the yard and off site jobs. Mixing sand and salt and loading trucks for hours on end especially during snow events. I am in the process of performing our normal preventative maintenance on the machine and feel it's time we take serious consideration on replacement for we may not get through another winter season.

The current condition of the Loader is as follows,

The engine is showing signs of age. There is a considerable lack of power and the exhaust is blowing out blue smoke. This is the sign of internal engine wear. The transmission has an ongoing issue where the operator complains of shutter and slippage while operating. I am aware of this and flush the system at times for a short fix but now we are past that point. There is evidence of slippage daily. The hydraulic system is slowing down and takes extra time to move the bucket especially when full of material. The brakes are shuddering when applying and this gets progressively worse when hot.

Look forward to your response

Nicholas Mancuso

Service Manager

Town of Kent



May 20, 2020

TOWN OF KENT N.Y.- CENTRAL GARAGE  
62 LUDINGTON COURT  
CARMEL, New York 10512

Mr. Nick Mancuso,

Thank you for this opportunity to quote Caterpillar products for your business needs. We are pleased to quote the following for your purchase consideration.

One (1) New Caterpillar Inc. Model: 930M Wheel Loader with all standard equipment in addition to the additional specifications listed below:

STOCK NUMBER: CW694

SERIAL NUMBER: 0F5K00451

YEAR: 2019

SMU: 2

We appreciate your interest in H.O. Penn Machinery Co. Inc. and Caterpillar products for your business needs. This quotation is valid for 30 days, and is subject to prior sale. If there are any questions, please do not hesitate to contact me.

Regards,

*John Haverkamp*

John Haverkamp  
Machine Sales Representative  
jhaverkamp@hopenn.com  
(845) 206-2558

RADIO, CD, DELUXE	333-1369
PRODUCT LINK, CELLULAR PL641	565-0908
TIRES, 20.5R25 MX XHA2 * L3	366-6880
FENDERS, STANDARD	366-8148
COUNTERWEIGHT, HEAVY	552-4465
TOOLBOX AUX, NONE	519-8081
RIDE CONTROL	430-2860
CAMERA, REAR VIEW	377-5635
WARNING, BEACON, LED STROBE	333-1425
GUARD, POWERTRAIN, LOWER	349-8165
GUARD, POWERTRAIN, SIDE	425-1425
GUARD, DRIVESHAFT	349-7940
QUICK COUPLER, FUSION	536-5313
BUCKET-GENERAL PURPOSE, 3.0 YD3, FUS/COUPLER	360-3322
CUTTING EDGE, BOLT ON(4 PIECE) FOR GP BUCKET	8E-4566
BUCKET-MP, 2.7 YD3, FUS/COUPLER, BOLT ON CUTTING EDGE	362-0902

**WARRANTY & COVERAGE**

Standard Warranty:	12 Months Full Machine
Extended Coverage:	36 month or 3,000 hours, whichever occurs first, powertrain, hydraulics and technology warranty. Includes: 36 month Vision Link Subscription.

---

SELL PRICE	\$177,525.00
LESS GROSS TRADE ALLOWANCE	(\$23,000.00)
<b>NET BALANCE DUE</b>	<b>\$154,525.00</b>
<b>AFTER TAX BALANCE</b>	<b>\$154,525.00</b>

---

**TRADE-INS**

Model	Make	Serial Number	Year	Trade Allowance
938G	CATERPILLAR INC (AA)	6WS01189	1998	\$23,000.00

**F.O.B./TERMS:**

Delivered – Town Garage



**One (1) New Caterpillar Inc. Model: 930M Wheel Loader with all standard equipment in addition to the additional specifications listed below:**

## **STANDARD EQUIPMENT**

**POWERTRAIN** -Axle seal guards -Auto Idle shut down feature -Cat C7.1ACERT engine --Power Modes (Standard and Performance) --Power by Range (High Power in Range 4) --Tier 4 Final/Stage IV compliant --Turbocharged and aftercooled --Filtered crankcase breather --Diesel particulate filter --Selective Catalyst Reduction -Coolant protection to -34C (-29F) -Differential lock in front axle -Dry type air cleaner -Enclosed wet disc full hydraulic brakes -Fuel priming pump, automatic -Fuel water separator -Hydraulically driven demand cooling fan -Hydrostatic transmission with electronic -control --Operator Modes (Default, TC, Hystat and -Ice) --Directional Shift Aggressiveness (Fast, -Medium, Slow) --Rimpull control, adjust wheel torque --Creeper control, adjust ground speed -Lubed for life driveshafts -Parking brake, electric -Single plane cooling package wide 6 fins -per inch density -S-O-S port,engine,coolant,transmission -oil -

**HYDRAULICS** -Automatic lift and bucket kickouts, -adjustable in-cab -Bucket and Fork Modes, adjustable in-cab -Cylinder damping at kickout and -mechanical end stops -Fine Mode control (Fast, Medium, Slow) -in Fork Mode -Hydraulic Response setting (Fast, -Medium, Slow) -Hydraulic diagnostic connectors and -S-O-S ports -Hydraulic sight gauge, visible -Load sensing hydraulics and steering -Seat mounted hydraulic joystick controls

**ELECTRICAL** -Alternator, 115-amp, heavy duty -12V power supply in cab (2) -Batteries, 1,000 CCA (2) 24 volt system, -disconnect switch -Back up alarm -Emergency shutdown switch -Halogen work lights front and rear, LED -rear stop and turn lights -Heavy duty gear reduction starter -Product Link PRO w/3 year subscription -Remote jump start post -Resettable main and critical function -breakers -Roading lights front and rear

**OPERATOR ENVIRONMENT** -75 mm (3 in) retractable seatbelt -Automatic temperature control -Cab, enclosed ROPS/FOPS pressurized -and sound suppressed -Cup holders -External heated mirrors with lower -parabolic -Ground level cab door release -Gauges --Digital hour meter, odometer and -tachometer --Digital ground speedometer and -direction indicator --Engine coolant temperature gauge --Fuel and Diesel Exhaust Fluid level -indicator --Hydraulic oil temperature gauge -Hydraulic control lockout -Interior cab lighting, door and dome -Interior rearview mirrors (2) -Lunch box storage -Operator warning system indicators -Radio ready speakers -Rear window defrost, electric -Seat mounted electronic implement -controls, adjustable -Sliding glass on the side windows -Column mounted multi function control --lights, wipers, turn signal -Suspension seat, fabric -Tilt and telescope steering wheel -Tinted front glass -Wet arm wiper/washer, 2-speed and -intermittent, front -Wet arm wiper washer, rear -

**OTHER STANDARD EQUIPMENT** -Large-access enclosure doors with -adjustable close/open force -Parallel lift loader linkage -Recovery hitch with pin -Remote mounted lubrication points -Vandalism protection- -lockable compartments -

## **MACHINE SPECIFICATIONS**

930M WHEEL LOADER	541-2671
STEERING, STANDARD	333-6850
DIFFERENTIAL, OPEN REAR	333-6529
ENVIRONMENT, STANDARD	536-5320
WEATHER, STANDARD	454-0609
ENGINE	549-0430
HYDRAULICS, 3V, CPLR READY, SL	565-0933
LINES, AUX 3RD, STD LIFT	530-1623
JUMPER LINES, AUX 3RD, FUSION	445-4725
LIGHTS, AUX, HALOGEN	559-0841
LIGHTS, ROADING, HALOGEN, RH	541-3066
CAB, DELUXE	536-5309
SEAT, DELUXE	563-5967

**PAYMENT TERMS**Cash Invoice Terms

CASH WITH ORDER (Including Trade)

QUOTE SELL PRICE

\$154,525.00

\$177,525.00

**LEASE OPTIONS**

If desired, this machine can be leased using either of the two leases listed below:

✓(1) Governmental \$1.00 Option Lease... This is a 60 month lease term with a monthly payment of \$3,208.61 and balloon payment of \$1.00 at completion of the term. This lease is based on 2,500 hours of usage during the lease term.

(2) Caterpillar Value Option Lease... This is a 60 month lease term with a monthly payment of \$2,551.34 with the option of returning the machine at completion of the term or purchasing it for an additional \$58,065.00. —

NOTE: If either of the leases are chosen, the trade machine would be purchased from the Town of Kent under a bill of sale. The value of the trade would be paid, less any monies due on the HO Penn account at that time.

Accepted by \_\_\_\_\_ on \_\_\_\_\_

\_\_\_\_\_  
Signature

# POLICE DEPARTMENT

## Town of Kent

40 SYBIL'S CROSSING, CARMEL, NEW YORK 10512

Address All Communications

To: Chief of Police

kentpolice@townofkentny.gov

Emergency: (845) 225-4600

Office: (845) 225-5646

Fax: (845) 306-5288

6/17/20

Supervisor Fleming & Kent Town Board  
Town of Kent  
25 Sybil's Crossing  
Carmel, NY 10512

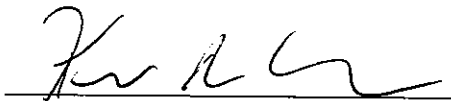
Dear Supervisor Fleming & Kent Town Board,

Recently the boiler at the Town of Kent Police Department was discovered to be leaking. Adam (town maintenance man) inspected the boiler and contacted Mirabito Energy (The town's oil supplier) who responded and inspected the boiler and discovered that the boiler block (\$3000 for that alone) needed to be replaced and recommended a new boiler (aprox. \$4000).

Adam secured 3 estimates (Which are enclosed) for replacing the boiler. Mirabito's estimate is the lowest when calculating in the \$600 rebate the boiler company is offering through them. Taking into account they are the Town of Kent's gas & oil supplier and already service the boiler, I recommend we use Mirabito to replace the boiler.

Thank you!

Respectfully,



Chief Kevin R Owens

*Serving Our Community 24 Hours A Day*



**Dear Valued Customer,**

Thank you for choosing Mirabito Energy Products for your homes equipment needs. It is our goal to ensure that the installation of your new equipment goes as smoothly as possible. All of our team will take great care in protecting your home and grounds during the installation.

All areas will be broom cleaned at the end of the day and upon job completion. All workmanship and material will be of the highest quality and is guaranteed for 1 year after the job is complete, unless otherwise noted. Please consult the manufacturers website for up to date warranty coverage provided by the manufacturer,

as they change often. We also ask that you clear the area of the installation of any items that may be in the way of our install team. Thank you for your continued business, and as always if there is anything else I can do to assist you please do not hesitate to contact me.

Thank you

Dan and the Mirabito Team

Email

Daniel.Case@mirabito.com

Phone

(845)561-0462

## Burnham PV8H3WC-TBWN boiler

### Equipment Proposal

**April 23**

**2020**

**Customer# : 105-4618**

**Kent Police Dept.**

**Address: 40 Sybil's Crossing Kent Lakes  
NY 10512**

**Please Note:** This message is intended only for the use of the individual or entity to which it is addressed, and may contain information that is privileged, confidential, and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you receive this communication in error, please notify me immediately. Thank you. The pricing herein is valid for 30 days from the above date.



**Mirabito Energy to install 1-Burnham oil fired boiler.**

**Mirabito Energy will swap out the old expired boiler with a new Model#PV8HH3WC-TBWN**

**Fuel Supply Oil.**

CHECK	Options	*ADD TO TOTAL
	Price includes draining, removing the old boiler, and replacing it with a new Burnham boiler with a Beckett burner.	\$4556.00
	Note: The homeowner is responsible for any necessary permits for this installation.	
	Form will be provided for a \$600 rebate from Burnham	

# of Heating Zones	Size	F.S.	Stairs	NOTE	Tech-Hours	Help-Hours
	N/A	N	Y		6	6

**Total: \$4556.00** (50% Deposit is required)

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

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

**A and M HVAC INC  
PO BOX 267  
Carmel, NY 10512  
845-228-6150  
Fax 845-228-6151**

**6/14/2020**

**PROPOSAL TO:  
Town of Kent Police Station  
Carmel, NY 10512**

**A and M Heating & Air Conditioning proposes to do the following:**

**Remove the existing boiler.**

**Install the new hot water boiler.**

**Boiler Name (BURNHAM V8H)**

**MODEL # VBH3W**

**CPH 105**

**MBH 147**

**Heating Capacity MBH 125,000**

**Labor & Material: \$4,000.00  
(no tax)**

Optimum Oil &amp; Propane, Inc.

P.O. Box 14

Mahopac, NY 10541

**Estimate**

Date	Estimate #
5/11/2020	9

Name / Address
Kent Police 40 Sybils Crossing Carmel, NY 10512

			Project
Description	Qty	Rate	Total
Installation of a Burnham boiler complete with Beckett oil burner. New boiler aquistat, circulator and smoke pipe to chimney base. Connecting to existing piping.		6,200.00	6,200.00
		<b>Subtotal</b>	\$6,200.00
		<b>Sales Tax (0.0%)</b>	\$0.00
		<b>Total</b>	\$6,200.00

**CODE ENFORCEMENT**

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

**July 06, 2020**

**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 violation issued by the undersigned and bids for correction.  
Site owners have not responded to Notices of Violation.**

**Locations requiring correction and bids for site:**

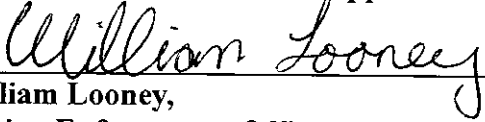
**The following proposals have been submitted by Affordable Lawn Care Inc:**

**11 Hawthorne Road:           \$120.00  
22 Rosedale Road:           \$150.00**

**Rohna Landscapping Inc.   Failed to submit a bid.  
Dirt and Demo Inc.         Failed to submit a bid**

**Notices of Violation and bids are enclosed.**

**For your consideration and approval.**

  
\_\_\_\_\_  
**William Looney,  
Zoning Enforcement Officer,  
Town of Kent.**



JAMES K BENNETT

JULY 03, 2020

J.B. AFFORDABLE CARE

3 MOUNTAIN VIEW KNOLLS APT. A

FISHKILL, N.Y. 12524

TO WILLIAM LOONEY, ZONING ENFORCEMENT OFFICER, TOWN OF KENT, PUTNAM COUNTY, NEW YORK.

PLEASE ACCEPT THE FOLLOWING PROPOSALS TO CORRECT THE OVERGROWTH OF BRUSH AND GRASS AT THE FOLLOWING LOCATIONS AT THE INDICATED RATES.

11 HAWTHORNE ROAD;    \$120.00

22 ROSEDALE ROAD        \$200.00

THANK YOU,

JAMES BENNETT, OWNER.

**CODE ENFORCEMENT  
OF  
THE TOWN OF KENT, PUTNAM COUNTY, N.Y. 10512  
845-306-5598  
KENTCODES@GMAIL.COM  
ORDER TO REMEDY VIOLATION**

**Location:** 11 Hawthorne Rd Kent, NY

**Map NO:** 33.58-1-34

**Date:** 6/22/2020

**TO:**

Theodore Ogden  
11 Hawthorne Rd  
Carmel, NY 10512

**PLEASE TAKE NOTICE: THERE EXISTS A VIOLATION OF:**

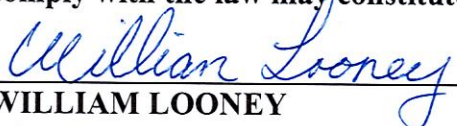
Town of Kent Municipal Code\Chapter 55a-Property Maintenance Code\Section 11 Subs B-1-B Nuisances

**at premises hereinafter described in that:**

**GRASS/BRUSH: OWNER/AGENT HAS FAILED TO MAINTAIN SITE FREE OF EXCESS WEED/GRASS/BRUSH GROWTH.**

**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 HOME OWNER OR THE TAX ASSESSMENT LEVIED ON THE SITE IF NOT PAID.**

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

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



**CODE ENFORCEMENT  
OF  
THE TOWN OF KENT, PUTNAM COUNTY, N.Y. 10512  
845-306-5598  
KENTCODES@GMAIL.COM  
ORDER TO REMEDY VIOLATION**

**Location:** 22 Rosedale Rd Kent, NY

**Map NO:** 33.50-1-16

**Date:** 6/17/2020

**TO:**

Humberto Mora  
22 Rosedale Rd  
Carmel, NY 10512

**PLEASE TAKE NOTICE: THERE EXISTS A VIOLATION OF:**

Town of Kent Municipal Code\Chapter 55a-Property Maintenance Code\Section 11 Subs B-1-B Nuisances


**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. Failure to remedy the conditions aforesaid and to comply with the law may constitute an offense punishable by fine or imprisonment or both.**

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

**Tamara Harrison**

---

**From:** Vivian Gufarotti <viviangufarotti@gmail.com>  
**Sent:** Monday, May 25, 2020 11:55 AM  
**To:** Tamara Harrison  
**Cc:** Dorian D'Ausilio; Liz Baird; Brian Lewis; daphnereynolds2  
**Subject:** Town Agenda for May 26  
**Attachments:** Tibet 2020 Proposal (2).pdf; Tibet Lake 2020 Report Final.pdf

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

**TOWN OF KENT NOTICE**

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DO NOT click links, DO NOT open attachments, DO NOT forward if you were not expecting this email or if it seems suspicious in any way! REMEMBER: NEVER provide your user ID or password to anyone for any reason!

Hi Tamara,

We are desperately trying to get approval to continue with the services of Northeast Aquatic Research (NEAR) this year to help improve the condition of Lake Tibet. They have served us well over the past two years and we believe their efforts are yielding results.

Attached is their proposal for services for 2020. The proposed cost is \$7,970. As I understand it, the Town must approve this expenditure prior to our agreeing to the project. The Lake Tibet Advisory Board fully supports this project and would appreciate it if the Town Board would approve a resolution supporting this expenditure.

I have also attached the report which summarizes the work and findings NEAR supplied us with for 2019.

Please let me know if there is anything else we need to do to get this service approved.

Regards,  
 Vivian Gufarotti  
 Lake Tibet Advisory Board





## Northeast Aquatic Research, LLC

Alejandro Reyes  
67 North Shore Road  
Putnam Valley, NY 10579  
March 6<sup>th</sup>, 2020



TO: Lake Tibet  
ATTN: Vivian Gufarotti  
FROM: Alejandro Reyes

**RE: Proposal for 2020 monitoring of Lake Tibet**

### **Synopsis of Project Scope**

#### **Task 1: Drone survey**

NEAR will conduct a drone survey of the entire lake, with the goal being to document the effectiveness of ongoing hydroraking efforts. The survey will take place over one day, flying the entire area of the lake.

#### **Task 2: Dissolved oxygen monitoring**

NEAR will continue to monitor the dissolved oxygen concentrations throughout the lake in August to supplement evaluations of hydroraking effectiveness. Fifteen locations established in 2019 will be monitored for temperature, dissolved oxygen and percent oxygen saturation.

#### **Task 3: September submersed aquatic plant survey**

NEAR will conduct a September sampling of submersed aquatic plants to examine the effectiveness of the grass carp stocking in early 2019. The drone survey is most effective for floating leaved plants, so we are suggesting a supplemental sampling of submersed plants most affected by grass carp herbivory. A subset of points from 2019 in open water areas will be sampled using a combination of rake tosses and visual inspection.

#### **Task 4: Data summary/end of year meeting**

NEAR will compile all data collected from the 2020 field season and present this to the lake Tibet board during a winter/spring meeting. Copies of figures and pictures will be provided to members along with recommendations for the 2021 season.

#### **Project Cost:**

The total project cost for 2020 is **\$7,970**. Please see the table below for a cost breakdown:

Task Number & Description		Cost
1	August drone survey	\$2,040
2	August dissolved oxygen sampling	\$1,300
3	September submersed plant sampling	\$1,560
4	Data summary/end of year meeting	\$3,070
<b>Total 2020 Project Budget</b>		<b>\$7,970</b>

**Consulting Costs:**

NEAR has allocated up to 7 hours of consultation into the above proposal, which allows for the Lake Tibet Park District to ask questions and receive lake advice during the study period. Consultation counted toward the hours include the following:

- ☐ Conference calls/in person meetings (in addition to year end meeting to provide updates on lake monitoring work.
- ☐ Intern progress reports
- ☐ Email requests requiring literature searches or extensive data reviews
- ☐ Evaluation of proposals from contractors looking to work with the pond
- ☐ Technical assistance with grant writing
- ☐ Planning of hydroraking operations
- ☐ Technical support with CSLAP program
- ☐ Emergency site visit

Additional consulting time must be billed at \$150 per hour.

We look forward to our continued involvement with the Lake Tibet Park District. If you have any questions, please call my cell phone (845-661-0824), or use email [northeastaquaticresearch@gmail.com](mailto:northeastaquaticresearch@gmail.com).

Sincerely,  
Alejandro Reyes  
Aquatic Ecologist and Certified Lake Manager  
Northeast Aquatic Research, LLC



**Northeast Aquatic Research**



## **Lake Tibet 2019 Sampling Report**



**March 2020**

**Northeast Aquatic Research, LLC :: 74 Higgins Highway, Mansfield, CT 06250 :: 860-456-3179**

# Contents

Tables .....	2
Figures .....	2
Overview .....	3
Water Quality .....	3
Temperature .....	4
Dissolved Oxygen .....	6
Nutrients .....	8
Aquatic Plant Survey .....	10
Sampling Methods .....	10
Results .....	10
Effects of Floating Plants on Select Water Quality Parameters .....	14
Summary and Recommendations .....	16

## Tables

Table 1. Counts and mean percent cover for species observed during the May and September survey. ....	10
---	----

## Figures

Figure 1. Water quality sampling points. ....	3
Figure 2. Surface temperatures from May to September.....	5
Figure 3. Surface temperature difference between top and bottom values from May to September .....	6
Figure 4. Dissolved oxygen at the surface from May to September. ....	7
Figure 5. Dissolved oxygen at the bottom from May to September.....	8
Figure 6. Total Phosphorus Concentrations Across Sampling Months.....	9
Figure 7. Total Ammonia Concentrations Across Sampling Months.....	9
Figure 8. Distribution and percent cover of White Water Lily during the May and September survey.....	11
Figure 9. Distribution and percent cover of Variable-Leaf Milfoil during the May and September surveys. ....	12
Figure 10. Distribution and percent cover of Coontail during the May and September surveys. ....	12
Figure 11. Distribution and percent cover of Yellow Water Lily during the May and September surveys .....	13
Figure 12. Distribution and percent cover of Swollen Bladderwort during the May and September surveys. ....	13
Figure 13. Log dissolved oxygen at the surface compared to floating plant density. ....	14
Figure 14. Log dissolved oxygen at the surface compared to floating plant density. ....	15
Figure 15. The difference in temperature from the top and the bottom compared to floating plant density.....	15



## Overview

In 2019, Northeast Aquatic Research (NEAR) sampled water quality on Lake Tibet four times during the summer season (May 16<sup>th</sup>, July 9<sup>th</sup>, October 5<sup>th</sup>, and September 27<sup>th</sup>). Aquatic plants were surveyed during the May and September samplings. The goal of our overall sampling strategy was to examine the impacts of both native and invasive, dense floating vegetation on water quality. Dense stands of aquatic plants are known to alter the physical and chemical conditions of lakes. The 2019 sampling was designed to determine these impacts specifically at Lake Tibet. The water quality data ultimately supports further removal of aquatic plants to increase dissolved oxygen lakewide.

## Water Quality

Fifteen sites distributed throughout the lake were tested for temperature and dissolved oxygen (Figure 1). Eight of these sites were tested for total phosphorus and ammonia nitrogen using integrated water column samples. The goal of this type of spatial water quality testing was to understand variations in water quality across areas of dense floating lily coverage, areas of dense submersed aquatic plant coverage, and areas of sparse or no coverage.

The temperature and dissolved oxygen sampling sites are numbered below. The red dashed circles indicate points where total phosphorus and ammonia samples were taken.

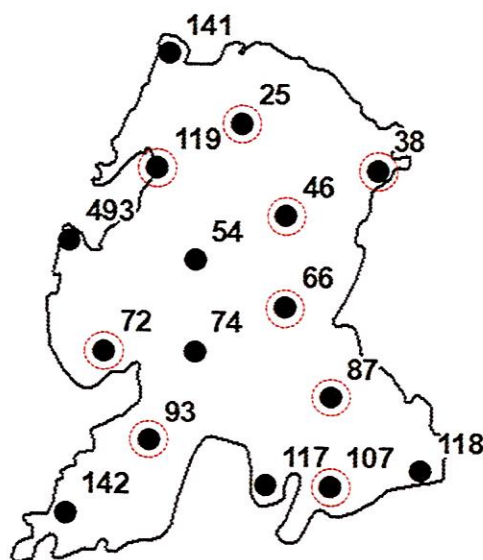


Figure 1. Water quality sampling points.

## Temperature

Lake-wide temperature followed a normal seasonal warming pattern, with the coolest temperatures documented in May and a continued warming through the middle of August (Figure 2). Tibet Lake is shallow enough so that thermal differences in surface and bottom waters are short-lived. The greatest thermal differences throughout the water column existed in areas with very dense floating leaf aquatic plant cover.

When present, the difference between top and bottom temperature is referred to as water column stratification. Lake stratification is very strong in deep lakes but is less common, and present for much shorter-durations, in shallow lakes like Tibet. Stratification has the potential to change water chemistry because warm water is less dense than cooler water. This density difference causes warm water to float on top of cooler water so that oxygen transfer from the surface is limited.

In systems dominated by aquatic plants, light and temperature can be absorbed and scattered in the top few centimeters of water, and thus the temperature does not transfer efficiently through the rest of the water column. The dense plant stands prevent efficient water column mixing and lead to the stratification seen in Tibet.

The difference in temperature from the top to the bottom of the water column at Tibet shows that the temperature gradient gets larger over the course of the sampling season (Figure 3). August had the largest variations between the top and bottom temperatures at most sites, while May and September had smaller temperature changes. Consistently, the open water area in the southeastern section of the lake had lower temperature differences than the middle and western sections, which are more lily-dominated. The significance of the temperature difference is explained when one looks at the impacts on dissolved oxygen.



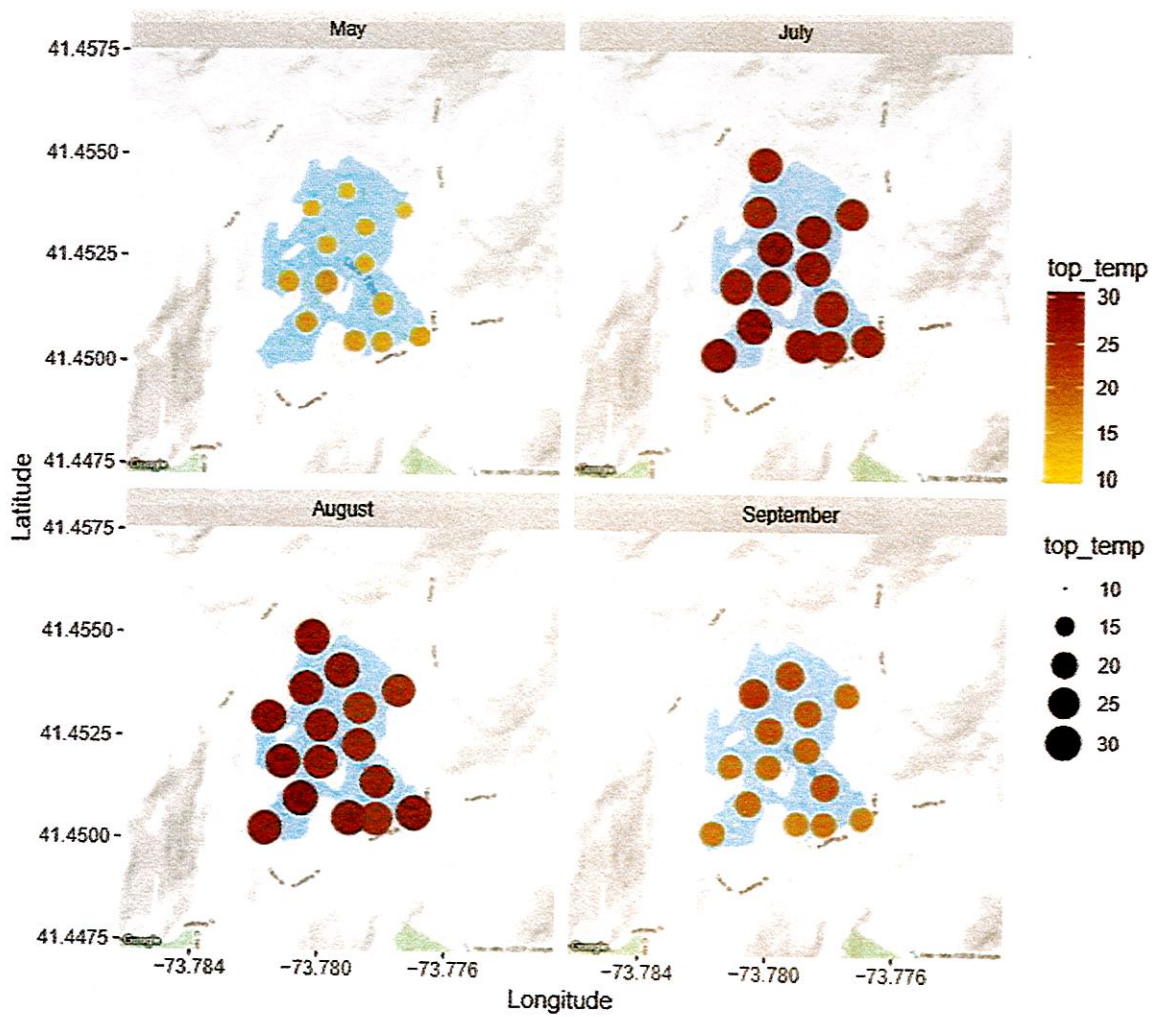


Figure 2. Surface temperatures from May to September.

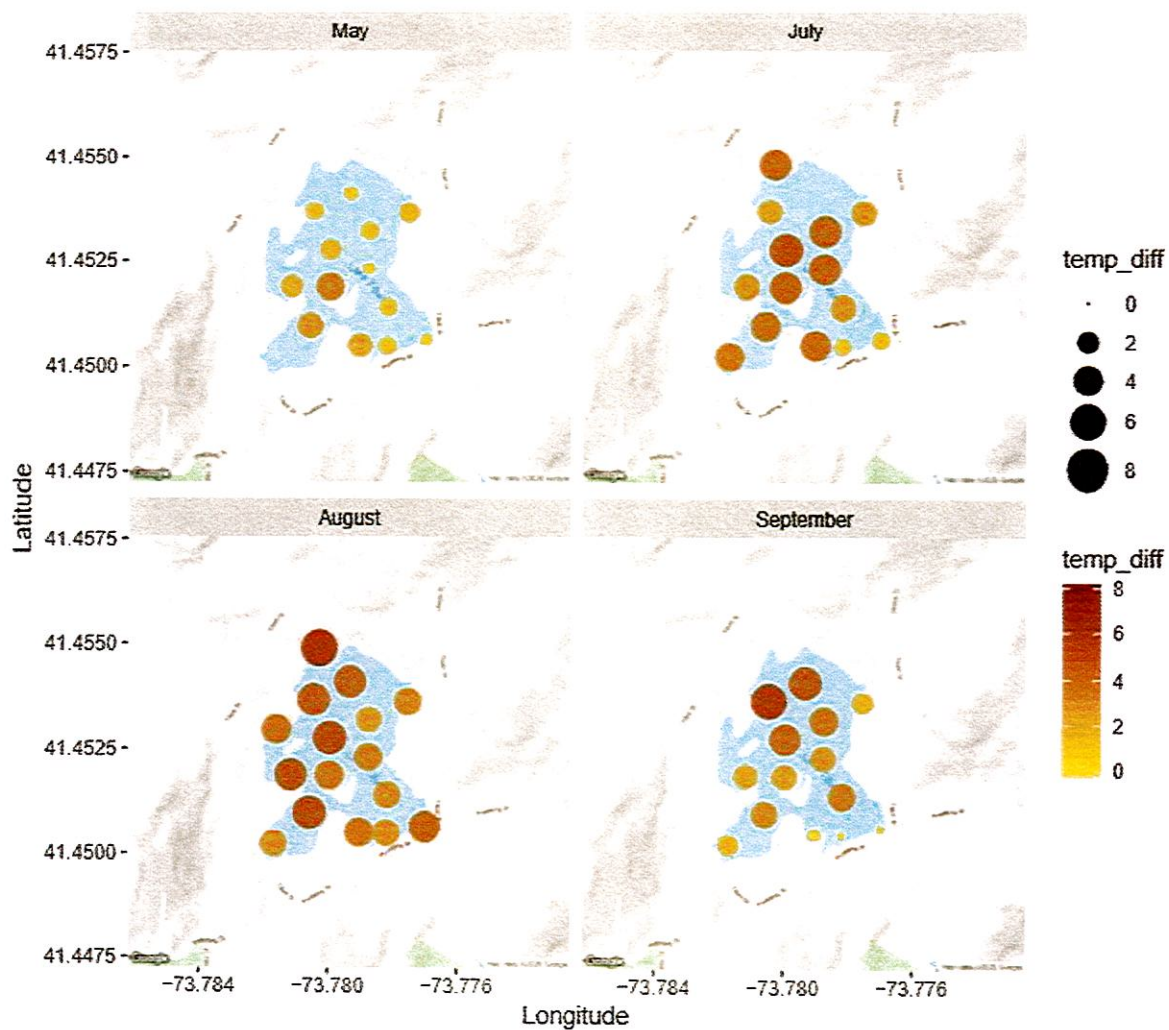


Figure 3. Surface temperature difference between top and bottom values from May to September

### Dissolved Oxygen

Dissolved oxygen (D.O.) in the surface waters decreased lake-wide between May and September. The highest D.O. values were generally observed in the southeastern portion of the lake, while the middle of the lake generally had lower D.O. values. Bottom dissolved oxygen followed a similar but more severe decline as the season progressed, with only a slight recovery of oxygen noted in the southeastern section in September. The majority of waypoints sampled in August had bottom dissolved oxygen below 2 mg/l.

Low dissolved oxygen in both the surface and bottom waters is detrimental to a lake ecosystem for multiple reasons. Aquatic organisms such as fish and invertebrates require a certain amount of dissolved oxygen to survive. When dissolved oxygen concentrations are above 5 mg/l, aquatic organisms can thrive. Between 2-5 mg/l, most aquatic organisms can survive, but start to become stressed. Under 2 mg/l, most aquatic life is severely stressed, and mortality can occur, especially if the low oxygen is coupled with high water temperatures, as is the case at Tibet.

Dissolved oxygen levels under 2 mg/l also change the chemical nature of the sediments, causing the sediments to release phosphorus and ammonia nitrogen into the water column. Both phosphorus and ammonia are critical nutrients for harmful algae growth, with the latter also being toxic to wildlife at high concentrations. Figure 4 demonstrates reduced D.O. at the surface, while Figure 5 shows that the bottom of the lake during summer months is almost entirely less than the negative threshold of 2 mg/l. The areas where higher concentrations were observed in summer months are a direct result of heavy algae growth, which temporarily increases D.O. during the day. We expect that these same sites would have even lower D.O. at night, during periods where photosynthesis was not active.

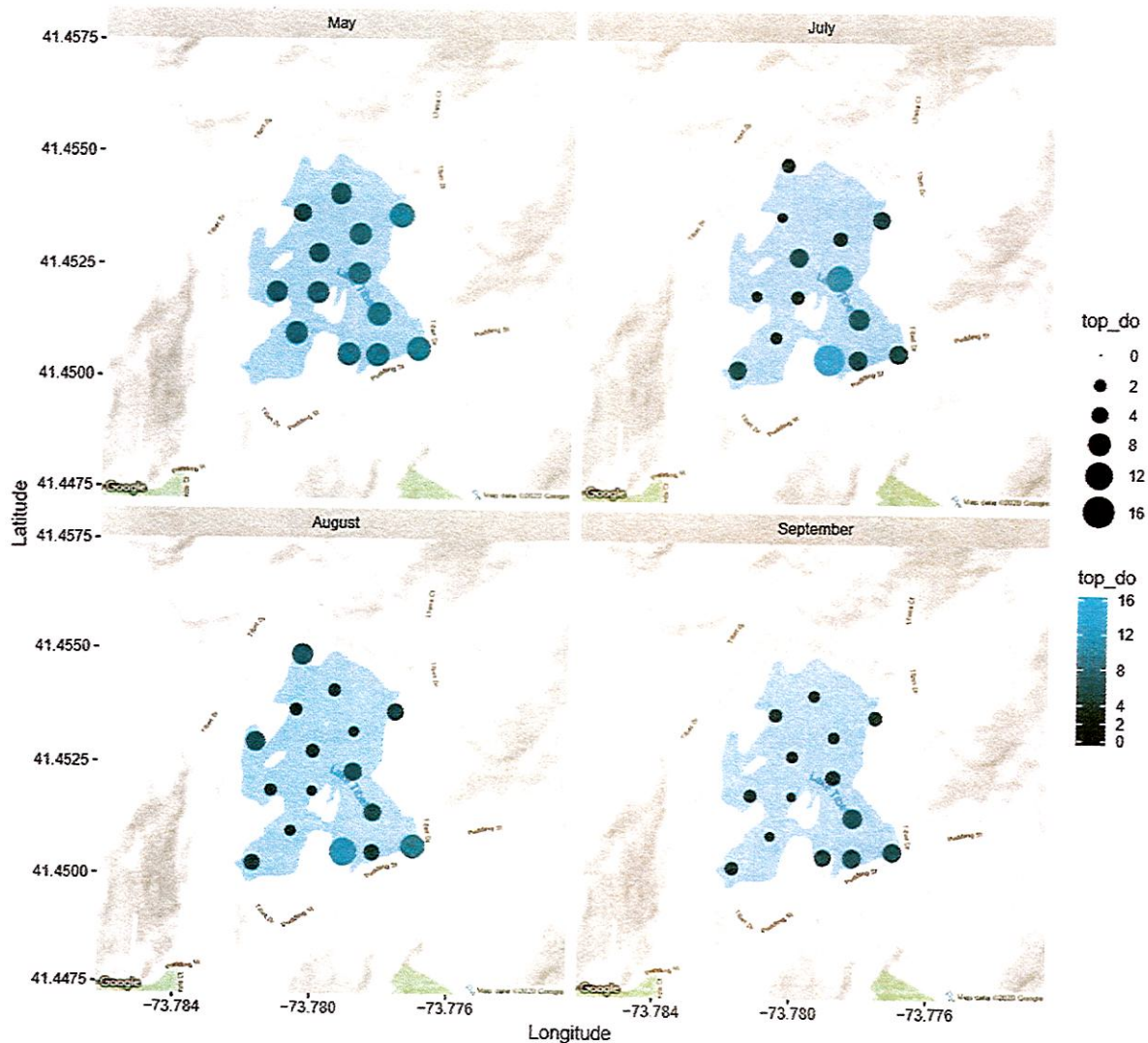


Figure 4. Dissolved oxygen at the surface from May to September.



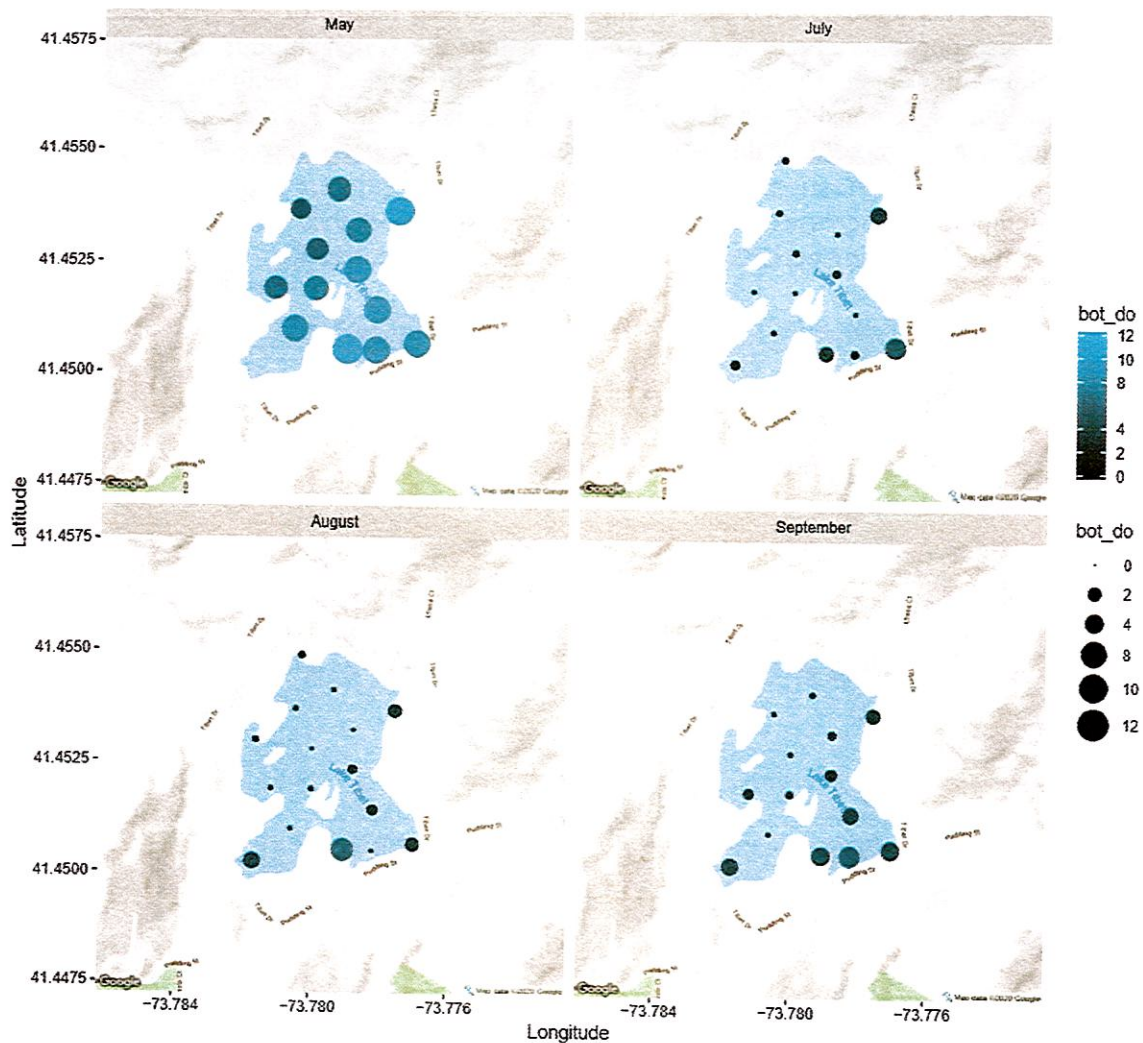


Figure 5. Dissolved oxygen at the bottom from May to September.

## Nutrients

Total phosphorus at all lake sites varied from 8.8 to 216 ug/l with three outlier values of 195, 208 and 216 ug/l in August. These three elevated values are likely the result of internal loading since bottom dissolved oxygen was less than 2 mg/l at these locations on the same sampling date. Over the season, phosphorus values fluctuated with no apparent pattern, which suggests that internal loading from bottom sediments is varied from day to day, not consistent across the surface area of the lake, and generally not easy to model. This variation is also potentially related to uneven uptake of nutrient by plants and algae across the lake's surface during the growing season. In May, phosphorus concentrations were relatively high and similar across all sampling stations, presumably because the growing season was just beginning (Figure 6). By July, TP had decreased at some stations. September had the lowest phosphorus values lake-wide outside of one data point, which we speculate was related to the peak biomass of plants and algae in the lake temporarily storing nutrients in organic tissues. Coontail (*Ceratophyllum demersum*), Swollen bladderwort (*Utricularia inflata*), and filamentous algae all uptake nutrients from the water column. Lilies and Variable milfoil (*Myriophyllum heterophyllum*), however, use nutrients primarily from the lake sediments.

Ammonia-Nitrogen ( $\text{NH}_3$ ) values varied from 18.1 to 162  $\mu\text{g/l}$  for all samples. May had the highest overall ammonia concentrations lake-wide, with only two values under 38  $\mu\text{g/l}$  and four values over 60  $\mu\text{g/l}$  (Figure 7), which may also point towards the fact that spring plant and algae uptake was low compared to later in the season. July had the lowest overall ammonia concentrations lake-wide, with no values over 60  $\mu\text{g/l}$ .

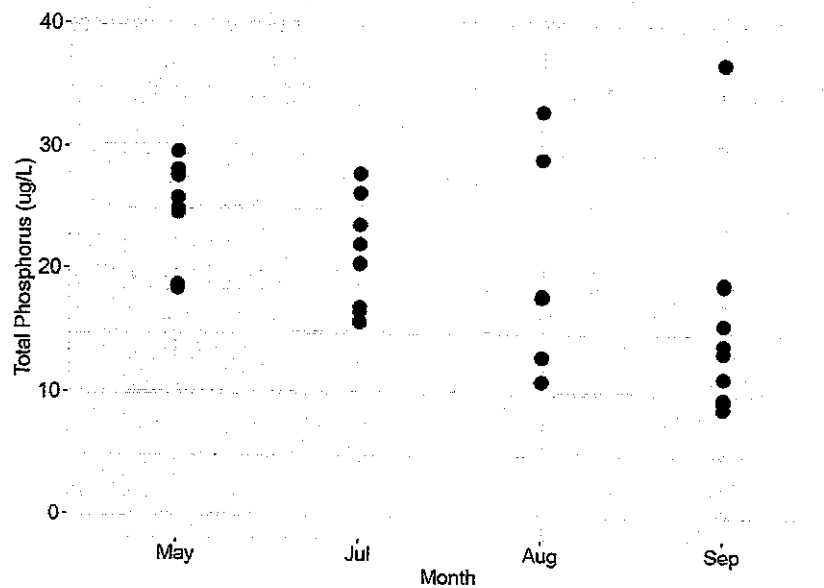


Figure 6. Total Phosphorus Concentrations Across Sampling Months. Outliers were omitted from these graphs.

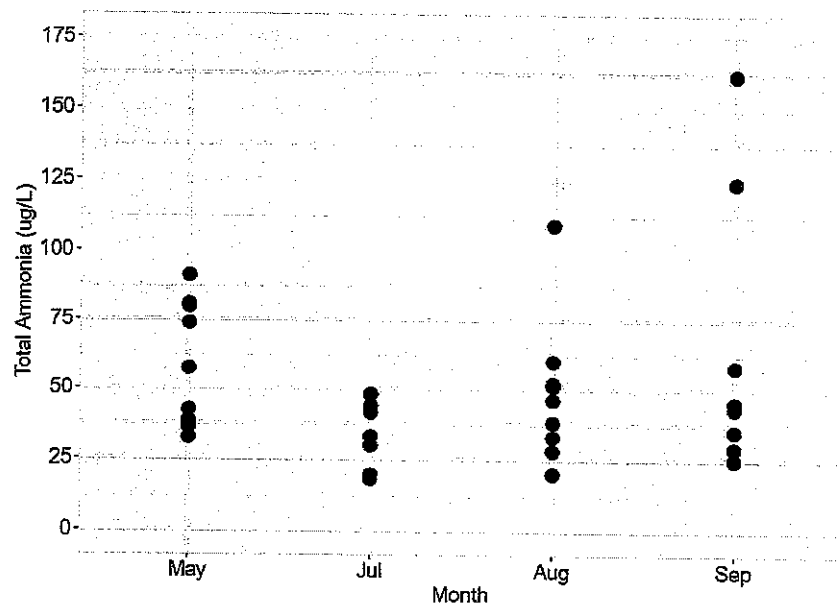


Figure 7. Total Ammonia Concentrations Across Sampling Months.

# Aquatic Plant Survey

## Sampling Methods

Aquatic plants were sampled using a point-intercept design. GPS-referenced sites were established in 2018 (Reyes, 2018). At each site, percent cover was estimated by both visual estimation and an aquatic plant sampling rake. The rake was primarily used when clarity was poor and to confirm visual observations of submersed plants. For plant maps, percent cover was binned into the following categories: <10 = Very Sparse, 10-19 = Sparse, 20-49 = Medium, 50-79 = Dense, 80-100 = Very Dense.

## Results

A total of 15 species were documented between the early and late season surveys (May 16<sup>th</sup>, September 27<sup>th</sup>, and October 2<sup>nd</sup>; Table 1). Nine species were documented during the May survey and 14 species were documented during the September survey. The species found in September but not in May include: *Bidens beckii*, *Najas minor*, *Utricularia geminiscapa*, *Utricularia minor*, and *Potamogeton nodosus*. *Bidens beckii* (Water Marigold), which was found in small patches in two locations, is considered a rare plant in NY (State Rank S3, State Status Uncommon). Future management should avoid locations where Water Marigold is present. *Najas minor* (Brittle Naiad ) is an invasive species that was noted at one location in 2018 and was again documented at one location in 2019 at a very low percent cover (5%). This species should be monitored in the future to document expansion.

Table 1. Species count and mean percent cover observed during the May and September surveys.

Scientific Name	Common Name	Count	Mean Percent Cover	Count	Mean Percent Cover
		May		September	
--	Filamentous Algae	23	31	1	50
<i>Bidens beckii</i>	Water Marigold	--	--	2	100
<i>Brasenia schreberi</i>	Water Shield	14	46	35	40
<i>Ceratophyllum demersum</i>	Coontail	70	50	55	68
<i>Elodea nuttallii</i>	Waterweed	4	11	--	--
<i>Myriophyllum heterophyllum</i>	Variable-Leaf Milfoil	32	43	50	34
<i>Najas minor</i>	Brittle Naiad	--	--	1	5
<i>Nuphar variegata</i>	Yellow Water Lily	58	44	32	36
<i>Nymphaea odorata</i>	White Water Lily	106	62	78	61
<i>Polygonum</i>	Smartweed	--	--	1	40
<i>Potamogeton nodosus</i>	Long-leaf Pondweed	--	--	1	15
<i>Spirodela polyrhiza</i>	Greater Duckweed	--	--	2	28
<i>Utricularia geminiscapa</i>	Hidden-Fruit Bladderwort	--	--	1	5
<i>Utricularia inflata</i>	Swollen Bladderwort	59	68	82	34
<i>Utricularia minor</i>	Lesser Bladderwort	--	--	3	10



As in 2018, the dominant plants continue to be the three floating aquatic plant species (Water shield, Yellow Water Lily and White Water Lily), the two submersed, rootless plants (Coontail and Swollen Bladderwort), and the invasive Variable-Leaf Milfoil. The most dominant plant via percent cover in May was Swollen Bladderwort, followed by Coontail and White Water Lily. In September, the most dominant plant via percent cover was Coontail, followed by White water lily and Water shield. We omitted Filamentous Algae, Water Marigold, and Smartweed from the above description of the dominant plants via percent cover because they were documented only in a few locations.

Distribution of aquatic plants was similar to 2018, with lilies most heavily concentrated in the northern and western sections of the lake. There was a slight distribution shift in water lilies, which have started to encroach on the open water areas in the southeastern section of the lake.

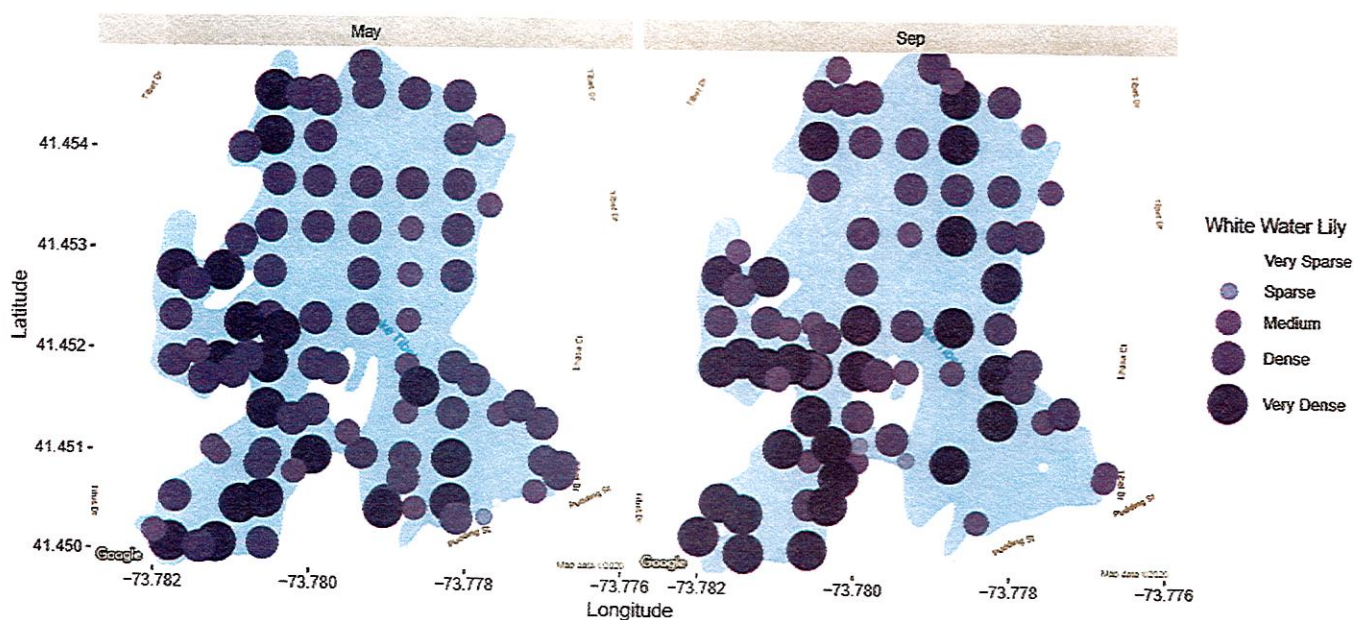


Figure 8. Distribution and percent cover of White Water Lily during the May and September survey.

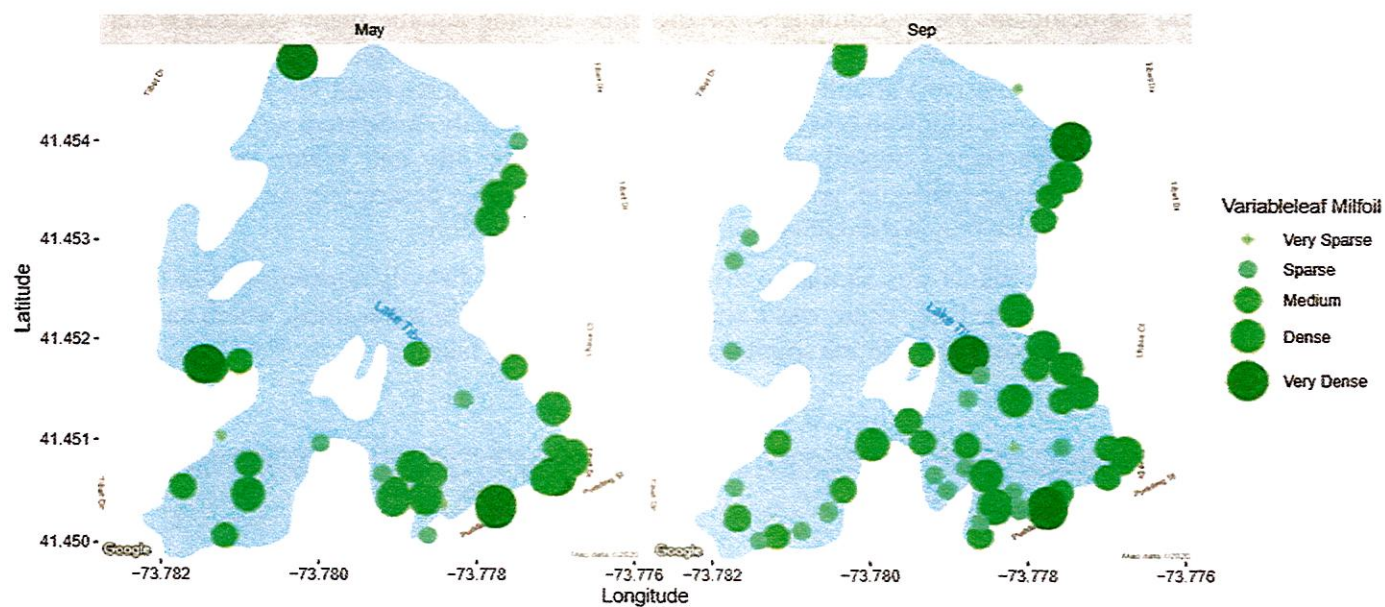


Figure 9. Distribution and percent cover of Variable-Leaf Milfoil during the May and September surveys.

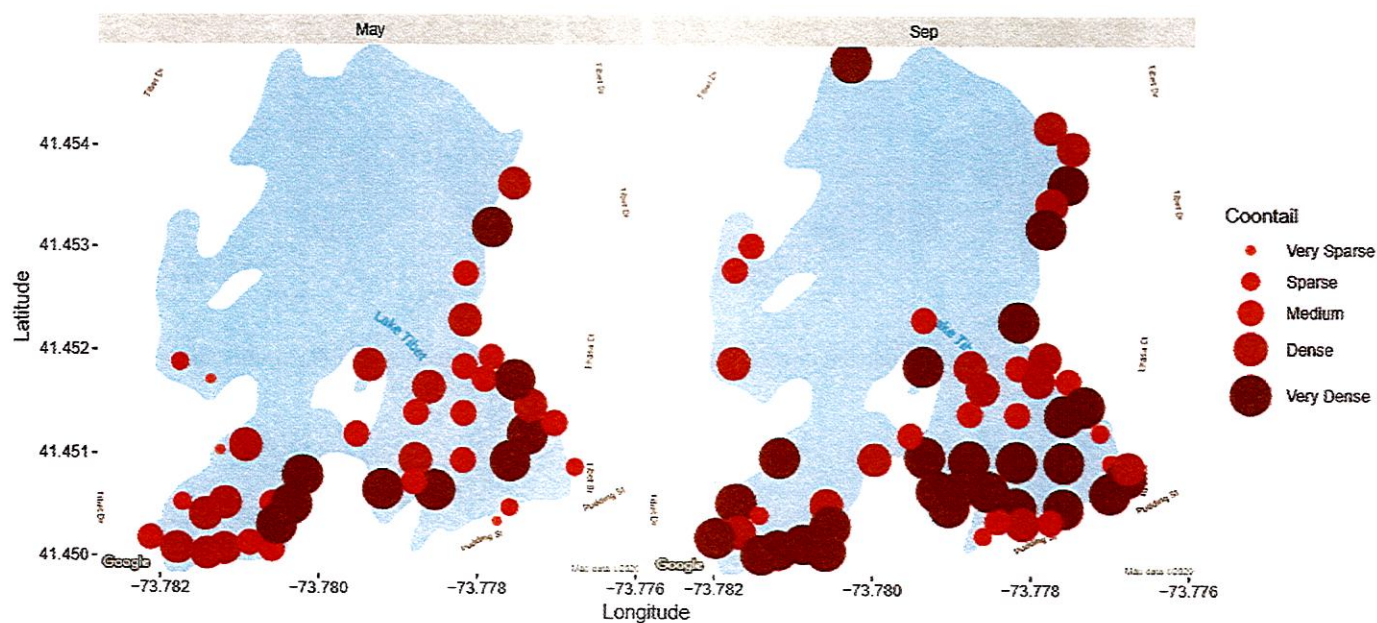


Figure 10. Distribution and percent cover of Coontail during the May and September surveys.



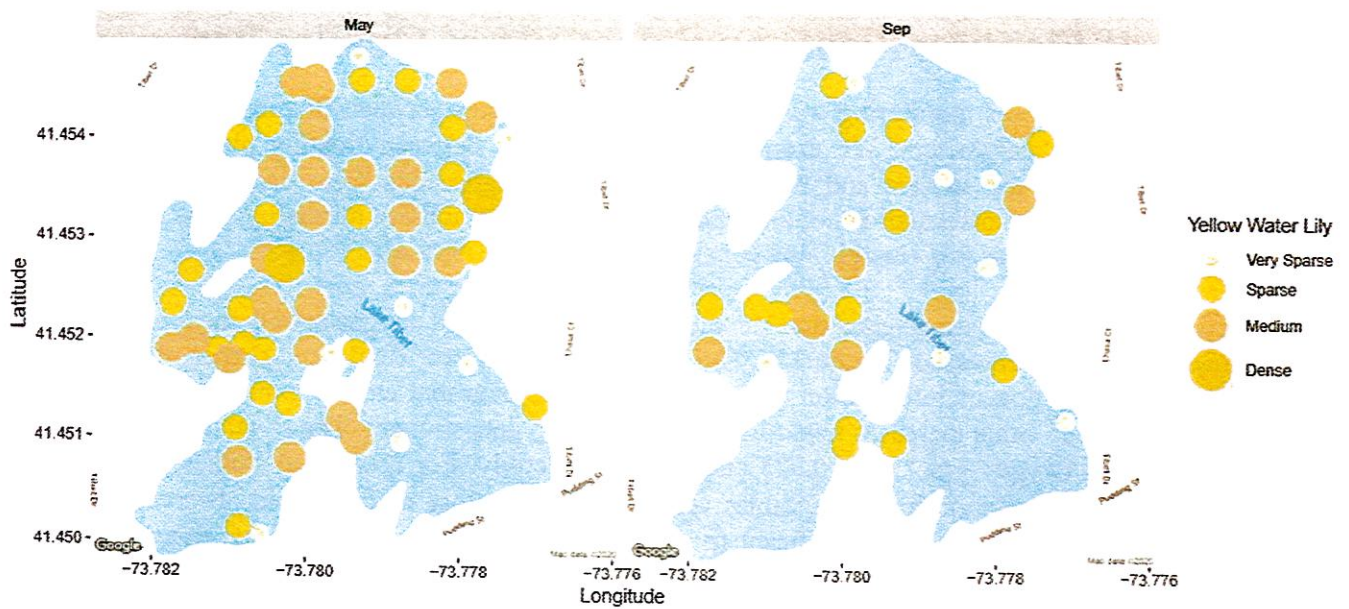


Figure 11. Distribution and percent cover of Yellow Water Lily during the May and September surveys

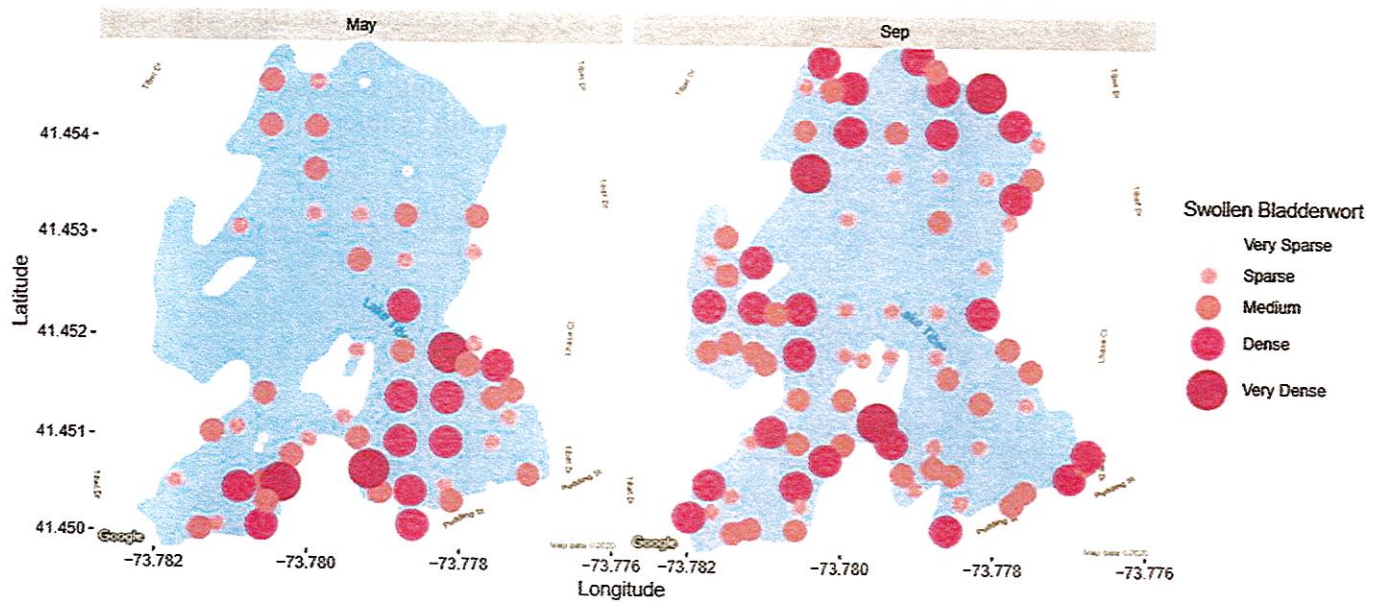


Figure 12. Distribution and percent cover of Swollen Bladderwort during the May and September surveys.



## Effects of Floating Plants on Select Water Quality Parameters

The goal of this season's monitoring was to assess the relationship between floating plant species and select water quality parameters. We examined the interactions between floating plant coverage and dissolved oxygen in the surface and bottom water. Linear regressions were used to describe each relationship, with log transformations of all dependent variables to achieve normality. This step was not needed for temperature as this variable was considered statistically normal.

As the percent cover of floating vegetation increased at a site, dissolved oxygen at both the top and bottom of the water column decreased (Figure 13). The  $r^2$  values in the lower right-hand corner of each graph represent the proportion of information (i.e. variation) in the data that can be explained by the linear regression. As the  $r^2$  value increases toward 1, the relationship gets stronger. The  $r^2$  values in the top and bottom dissolved oxygen graphs are 0.323 and 0.327 respectively. For ecological studies, this  $r^2$  value indicates a moderate relationship, as  $r^2$  values very rarely reach close to 1 for field observations. Both regressions were also statistically significant ( $p < 0.001$ ). The take-home point is that **dense stands of floating aquatic vegetation negatively impact dissolved oxygen concentrations both at the top and the bottom of the water column.**

This result coincides with generally accepted knowledge about shallow wetland dominated littoral zones of lakes. As floating plant coverage increases, the water under these plants becomes stagnant, allowing localized respiration (consumption of oxygen by bacteria) to dominate and deplete oxygen reserves. Stagnation also prevent efficient mixing of atmospheric oxygen to replenish the D.O. The temperature differences observed also showed that as floating plant percent cover increased, the temperature difference between the surface and bottom water also increased (Figure 14). While the data is considered 'noisy' because of the huge variation across sampling stations, the trend is still visible.

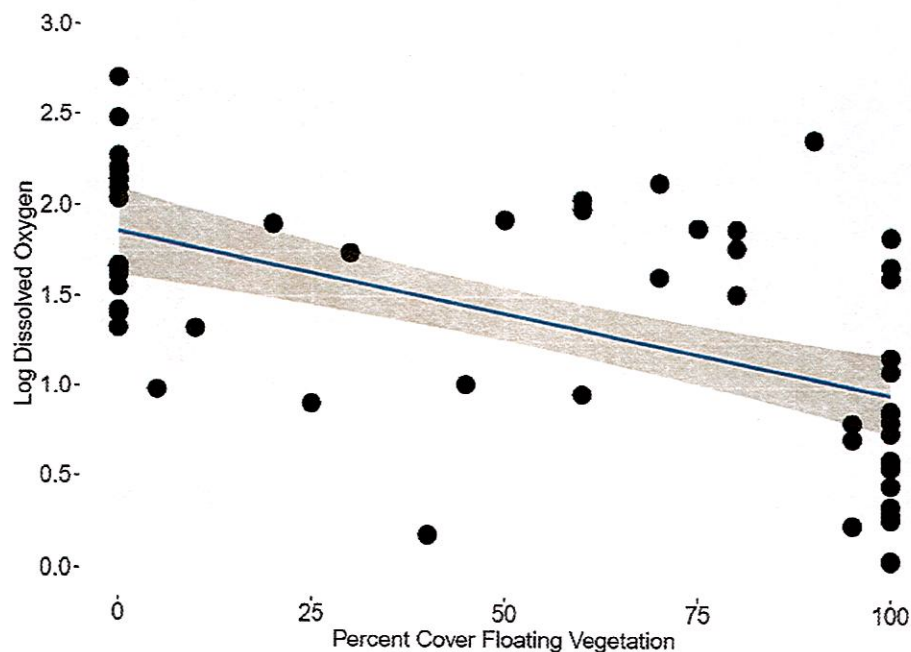


Figure 13. Log dissolved oxygen at the surface compared to floating plant density. The blue line indicates best-fit line.

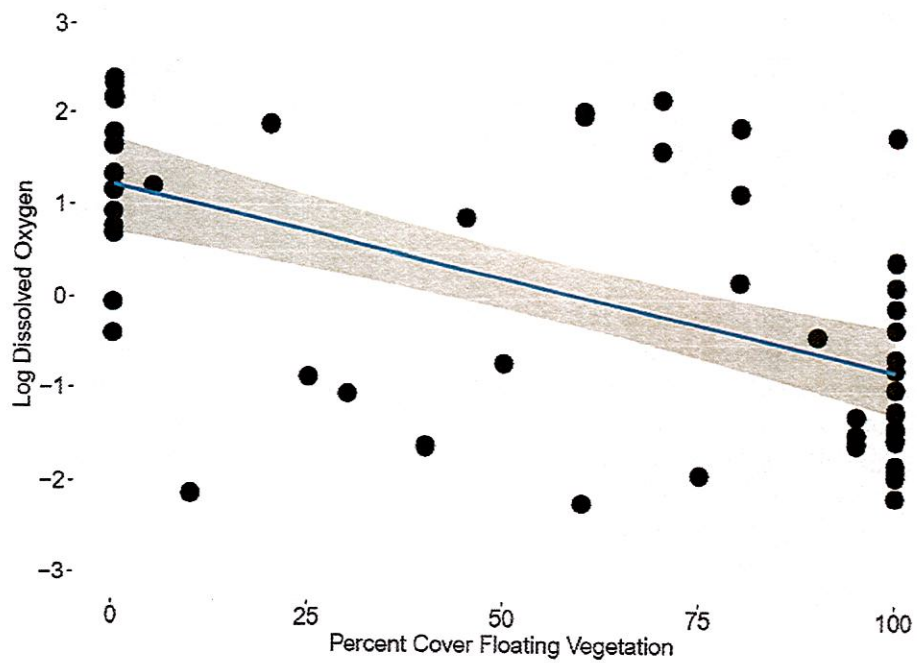


Figure 14. Log dissolved oxygen at the surface compared to floating plant density. The blue line indicates best-fit line.

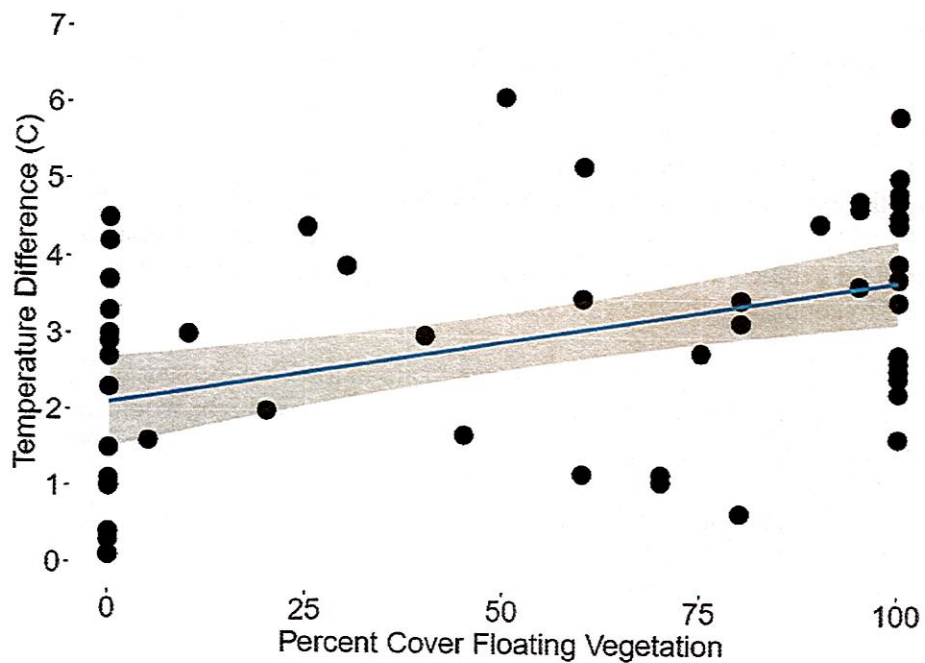


Figure 15. The difference in temperature from the top and the bottom compared to floating plant density. The blue line indicates best-fit line.



## Summary and Recommendations

We recommend that the Tibet Lake Park District continue hydro-raking efforts focusing on the southeastern section of the lake, where there has been some encroachment of water lilies. The southeastern section is the last part of the lake with appreciable open water and should be kept free of water lilies. The established relationship between floating aquatic vegetation and dissolved oxygen concentrations in the surface and bottom waters provides the Lake Tibet Park District with a strong ecological justification to control floating vegetation.

The nutrient data were highly variable across all sites, not revealing any trends relating to floating vegetation coverage. Total phosphorus and total ammonia, to a lesser extent, were higher in May and declined as the season went along. This is consistent with the idea that in the early spring season, there are more un-used nutrients in the water column as plants start to grow, and these nutrients decline as the summer progresses and as plants reach their maximum biomass. The internal sediment release of nutrients is not easily seen in the water column nutrient concentrations because it is continuously transformed into plant and algae biomass. At this time with the current sampling effort, we cannot support the idea that floating vegetation impacts nutrient concentrations either positively or negatively. It is important however to continue to monitor nutrients over time, as they play a crucial role in filamentous and cyanobacteria. As more plant biomass is removed from the lake, the nutrient concentrations are expected to become more similar across sampling sites. It may be that a sediment nutrient inactivation plan will become necessary following the large removal of biomass, but the biomass currently inhibits recreation and aquatic habitat so the benefits of removal outweigh a possible increase in soluble nutrients. If D.O. increases lakewide, the water column mixing may also preclude any future nutrient inactivation treatments. Overall, the sampling performed in 2019 provided important baseline conditions to revisit in several years, especially if grass carp and hydro-raking are successful in altering the aquatic plant community and D.O. levels.

Grass carp have not shown measurable impacts on submersed aquatic plants, aside from a few small open patches of vegetation, which have been observed sporadically. We recommend general caution in stocking Grass carp. An additional year of tracking Grass carp effectiveness on plant growth is recommended before applying for additional stocking permits. Grass carp take at least three years to impact plants, and overstocking should be avoided at all costs. The lake is very shallow and the complete de-vegetation of lake Tibet may lead to conditions that may promote harmful algae.

We recommend performing a drone survey, which would aid in tracking the success of hydro-raking over time. One drone flight in late July each year, when plant biomass is high, would be sufficient to track changes. The plant surveys done in the past two years have been effective at documenting species presence and percent cover but regularly-timed aerial imagery will better track harvesting results. There were several inaccessible areas in the northern section of the lake that a drone would be able to document.

## PUTNAM COUNTY REAL PROPERTY TAX SERVICE CONTRACT

AGREEMENT MADE THIS 1<sup>st</sup> DAY OF MARCH BETWEEN: THE TOWN OF KENT REFERRED TO AS THE TOWN AND THE COUNTY OF PUTNAM HAVING ITS PRINCIPAL PLACE OF BUSINESS AT 40 GLENEIDA AVENUE, CARMEL, NEW YORK 10512, HEREINAFTER REFERRED TO AS COUNTY.

THE PARTIES HEREIN AGREE AS FOLLOWS:

- 1) THE COUNTY SHALL PREPARE THE TENTATIVE ASSESSMENT ROLL, FOR THE CALENDAR YEAR OF 2020 AND HAVE IT AVAILABLE ON THE COUNTY WEBSITE TO COMPLY WITH RPTL §1591
- 2) EVERY TRANSFER OF PROPERTY, CHANGE OF ADDRESS, DESCRIPTION OR VALUATION, SPECIAL FRANCHISE, PUBLIC UTILITY, SHALL BE DATA ENTERED BY ASSESSOR OF TOWN OR DESIGNATED STAFF MEMBER. ASSESSOR AND/OR DESIGNATED STAFF MEMEBER IS REPONSIBLE FOR ALL RPS SOFTWARE UPDATES TO BE CURRENT AND UPDATING REFERENCE TABLES IN RPS.
- 3) AFTER CLOSING OF THE BOOKS ON MARCH 1<sup>st</sup>, ALL CHANGES SHALL BE ENTERED ON OR BEFORE APRIL 15<sup>th</sup> BY THE TOWN, THIS IS ESSENTIAL SO THAT THE TENTATIVE ASSESSMENT ROLL IS RUN FOR THE MAY 1<sup>st</sup> DEADLINE.
- 4) ALL GRIEVANCE CHANGES, CORRECTION OF CLERICAL ERRORS, & UNLAWFUL ENTRIES SHALL BE APPROVED BY THE BOARD OF ASSESSMENT REVIEW AND ENTERED BY THE TOWN INTO THE REAL PROPERTY SYSTEM, BACKED UP AND BROUGHT TO THE REAL PROPERTY TAX SERVICE AGENCY NO LATER THAN JUNE 15<sup>th</sup> FOR FINAL ROLL PROCESSING AND SCHOOL PROCESSING.
- 5) ALL CHANGES FOR COUNTY AND TOWN TAX ROLLS SHALL BE SUBMITTED BY THE TOWN ON OR BEFORE NOVEMBER 20<sup>th</sup>.
- 6) ALL UNPAIDS TO BE MANUALLY ENTERED BY THE COUNTY MUST BE SUBMITTED BY OCTOBER 30<sup>th</sup>, RPSV4 MERGEABLE FILES MUST BE SUBMITTED BY NOVEMBER 20<sup>th</sup>.
- 7) A SEPARATE AGREEMENT SHALL BE NEGOTIATED FOR THE PROVISIONS OF RPTL §1537, OPTIONAL COUNTY SERVICES.

PRICE FOR THE PREPARATION OF THE FOLLOWING IS \$ 0.50 PER PARCEL:

- 1) TENTATIVE ASSESSMENT ROLL (2 COPIES\*) AND ASSOCIATED REPORTS, COA'S
- 2) FINAL ASSESSMENT ROLL (2 COPIES\*)
- 3) TAX ROLL (2 COPIES\*)
- 4) HARD & SOFT BINDERS FOR ROLLS
- 5) BANK CODE LISTINGS
- 6) APPORTIONMENT OF SPECIAL FRANCHISE
- 7) 1 SET OF TAX BILLS IN ENVELOPES
- 8) RPS 145D1, 155D1 & 160D1 TAX EXTRACTS
- 9) DATA ENTRY FOR PRO-RATAS
- 10) 1 SET TAX MAPS 24" x 36"

UNPAID WATER, SEWER, OR OTHER UNPAIDS WILL BE CHARGED A FEE IN THE AMOUNT OF 50.00 PER HUNDRED IF THE DATA HAS TO BE MANUALLY ENTERED, OR IF TAX MAP NUMBERS PROVIDED IN COMPUTER FORMAT ARE INVALID.

IF ANY ADDITIONAL SPECIAL DISTRICT ROLLS ARE REQUIRED THE TOWN WILL BE CHARGED A FEE OF 0.01 PER PARCEL.

IF ANY INSERTS ARE REQUESTED THE TOWN WILL BE CHARGED A FEE OF 0.01 PER ENVELOPE.

\*.02 PER PARCEL WILL BE DEDUCTED IF ONE (1) COPY OF EACH ROLL IS REQUESTED INSTEAD OF TWO (2)

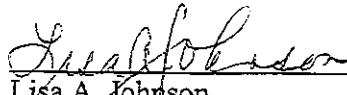
THE TOWN OF KENT HEREBY REPRESENTS THAT THE AGREEMENT HEREIN HAS BEEN APPROVED BY RESOLUTION OF THE TOWN BOARD, A COPY OF WHICH IS ANNEXED HERETO AND MADE A PART HEREOF:

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT IN NEW YORK, ON THE DATE HEREIN ABOVE SET FORTH.

READ AND APPROVED BY:

\_\_\_\_\_  
MaryEllen Odell  
County Executive

DATE: \_\_\_\_\_

 DATE: 6/22/2020  
Lisa A. Johnson  
County Director, R.P.T.S.A.

\_\_\_\_\_  
William J. Carlin  
Commissioner of Finance

DATE: \_\_\_\_\_

\_\_\_\_\_  
Jennifer S. Bumgarner  
County Attorney

DATE: \_\_\_\_\_

\_\_\_\_\_  
Jennifer S. Bumgarner  
County Attorney  
o/b/o Risk Management

DATE: \_\_\_\_\_

\_\_\_\_\_  
Maureen Fleming  
Town Supervisor

DATE: \_\_\_\_\_



**Tamara Harrison**

---

**From:** Tamara Harrison  
**Sent:** Monday, July 06, 2020 11:24 AM  
**To:** Maureen Fleming  
**Subject:** Plexiglass quotes  
**Attachments:** town of kent Lexon 6-26-2020.doc

Good morning,

The following contractors were contacted to provide quotes for the installation of lexon glass in the Tax Receiver, Town Clerk and Recreation offices:

Jim Liebler – see attached

A-Class Builders – failed to submit a bid

DeBellis Construction – declined to submit a bid due to scheduling

Best regards,

Tamara Harrison  
Confidential Secretary to Town Supervisor

**TOWN OF KENT**

25 Sybil's Crossing  
Kent Lakes, NY 10512

ph: 845.225.3943

fax: 845.306.5621

[tharrison@townofkentny.gov](mailto:tharrison@townofkentny.gov)

[www.townofkentny.gov](http://www.townofkentny.gov)



**JIM LIEBLER INC.  
235 NIMHAM ROAD  
CARMEL, NEW YORK 10512  
(845) 656-2608**

**JUNE 26, 2020**

**TOWN OF KENT  
25 SYBILS CROSSING  
KENT LAKES, NY 10512**

**TO INSTALL LEXON GLASS TO ASSESSORS, OFFICE,  
RECREATION AND TOWN CLERK OPENINGS**

**MATERIALS - \$1400.00  
LABOR - \$600.00**

**TOTAL - \$2,000.00**

**JIM LIEBLER INC. IS FULLY LICENSED, INSURED AND BONDED**