## TOWN OF KENT <br> TOWN BOARD MEETING

## Tuesday, June 15, 2021

Executive Session: 6:00 p.m.
to discuss proposed, pending or current litigation and the medical, financial, credit or employment history of a particular person or corporation or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation.

Kent Police Department Promotion Ceremony: 7:00 p.m.

## Public Hearing:

Marihuana Regulation \& Taxation Act

## Workshop/Meeting:

1. Pledge of Allegiance
2. Roll Call
3. Discussion and/or Vote on the following:
a. Recycling Center - fencing repairs
b. Sewer District - contract for repairs
c. LCPD - hiring of lifeguards, proposed Town Code changes
d. Code Enforcer - correction of violations at TM\# 22.66-2-10, TM\#33.65-1-36, TM\# 22.58-1-35, TM\# 33.58-1-34, TM\# 33.42-2-26
e. Planning - resignation of member and advertise for new members
f. Prism Contract
g. High Hazard Dam Rehabilitation Grant resolution
h. Putnam County Hazard Mitigation Plan
i. ServePro Contract
j. American Tower Proposed Sublease Agreement
k. Endpoint Detection and Response Software
I. Approval of Vouchers and Claims
4. Announcements
5. Public Comment

TOWN OF KENT LOCAL LAW NO. $\qquad$ of 2021

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

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

## Section 1. Legislative Intent

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

## Section 2. Authority

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

## Section 3. Local Opt-Out

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

## Section 4. Severability.

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

## Section 5. Permissive Referendum/Referendum on Petition

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

Section 5. Effective date.
This local law shall take effect immediately upon filing with the Secretary of State.

Dated: $\qquad$ 2021

# BY THE ORDER OF THE TOWN BOARD OF 

THE TOWN OF KENT

## Fwd: Kent Recycling Gate

Susan Kotzur <, w..... - . . . $n>$
Mon 6/7/2021 9:00 AM
To: Deputy [deputy1@townofkentny.gov](mailto:deputy1@townofkentny.gov)

## TOWN OF KENT NOTICE

THIS EMAIL IS FROM AN EXTERNAL SENDER!
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!

Sent from my iPhone

Begin forwarded message:

From: Howard Carpenter <...............
Date: June 6, 2021 at 2:59:01 PM EDT
To: Susan Kotzur
Subject: Kent Recycling Gate

Paul Denbaum,

Following up our Email May 14th concerning damage to Recycling's front gate, copy enclosed. We contacted the following businesses,

* Campanella Fence, to Busy,
* De Fence, asked for picture sent no response,
* Frasier Fence, asked for picture sent no response,
* Mohegan Ass. to busy
* Duke Fence, Not their type.

We would like to move forward with Ironhart's quote for \$5,879.08 copy enclosed, we have a question, does insurance come into play.


Hello,
Ironheart Welding can repair the gate at the Kent Recycling Center as follows:

## Removal of Old Gate

- Remove hinges
- Remove U-bolts
- Remove support bar
- Temporarily remove gate and place to the side of road


## Prep for New Footings

- Fabricate new gate post
- Dig new footing ( $36^{\prime \prime}$ deep $\times 24^{\prime \prime}$ wide or dig to stone and pin)
- Cast new 4 " pipe for gate post next to old footing
- Fabricate new support bar

Hang Existing gate

- Attach New Hinges and U-bolts
- Paint new gate post and support satin black
- Hang existing gate 1 ft . back

Total: \$5,879.08

This bid is good for 30 days, and does not include sales tax, if sales tax is required; a new bid is in order. Thank you for your interest in Ironheart Welding and we hope to do business with you. Please let me know if this is something you'd like to pursue.

Sincerely,
Bobby Kalbfell
Ironheart Welding, Vice President
(845) 519-7972

Bobby@Ironheartwelding.com

Begin forwarded message:

## Howard Carpenter

## Damaged Front Gate

May 14, 2021 at 11:43:30 AM EDT
pcenbaum@townofkentry.gov
susan Ktzur

Paui,
Several weeks ago during high wind our front gate at recycling blew in on a truck leaving and was damaged. The gate was special made for us back 2010 by Ironhart Welding Co We asked that company to review the damage and quote a repair. The estimate is $\$ 5,879$. We feel because of the quality of their work and style and to be consistent with the remainder, we wish to award the repair to Ironhart

Please respond if there are questions.
Howard
PS Interesting a member fabricated retainers and was about to instail them.


May 5, 2021

Town of Kent
62 Ludington Ct
Carmel Hamlet, New York 10512

Re: Sewer Main Repair
Route 52 (In the Vicinity of 494 Route 52 )

Dear Sir or Madam:

Metzger Construction Corp. respectfully submits the following Estimate for all necessary equipment, labor, tools, supplies, services, supervision, and administration as may be appropriate to comply with the intent of the bid for the above referenced project.

## SCOPE OF WORK:

1. Excavate, expose and find location of break in the existing sewer line.
2. Repair break in sewer line
3. Backfill and rough grade areas within the limit of work

LUMP SUM BID FOR THE COMPLETION OF THE WORK DESCRIBED ABOVE:
Eleven thousand two hundred twenty-six dollars \& 00/100 (\$ 11,226.00)

If a certificate of Capital Improvement/Exemption Certificate is not provided, applicable New York State Sales Tax will be added to the above quote.

Any alterations from the above will be executed only upon written orders for the same and will be added or deducted from the unit prices quoted in this proposal. All additional agreements must be in writing.

NOTES:

1. Metzger Construction will work with extreme caution around any existing site improvements including but not limited to landscaping and existing paved areas, but can not be responsible for repairing any damage.
2. The above scope of work included in the lump sum price is limited to repairing a single break in the sewer line. Should there be other breaks, the pricing to repair them will need to be agreed upon by the Owner and Metzger Construction before work begins on them.

Town of Kent
Route 52 Sewer Repair
May 5, 2021
Page 2

## EXCLUSIONS:

1. Patching of asphalt or curbing.
2. Tree Protection
3. Curtain Drains
4. Dewatering with anything larger than a $3^{\prime \prime}$ trash pump
5. Video for pipe inspections
6. Handling of unsuitable materials from excavations
7. Surveying / As-builts
8. Landscaping
9. Rock that will not break down using the equipment on site or any rock larger than 1 cubic yard In size.
10. The testing or removal of any hazardous or potentially dangerous materials (petroleum, chemicals, asbestos, etc.)
11. Permits, testing, studies, fees, bonds, deposits or engineering.
12. Dust control

The contractor agrees to carry Workman's Compensation and Public Liability Insurance as required by Federal laws and the laws of New York State.

If this estimate is found to be acceptable, please sign and date in the space provided below and return to our office via facsimile at (845) 226-3033 or Email to John@metzgerny.com.

Please do not hesitate to contact me if you have any questions.

Respectfully Submitted,
Metzger Construction Corp.


John D. Metzger, Vice President

ACCEPTANCE OF PROPOSAL - The prices, specifications and conditions are satisfactory and hereby accepted. Approval and authorization of work as specified.

Town of Kent
Date

Printed Name

Tamara Harrison

| From: | Lake Carmel Parks Clerk |
| :--- | :--- |
| Sent: | Monday, June 14, 2021 10:51 AM |
| To: | Maureen Fleming |
| Cc: | Tamara Harrison |
| Subject: | Lake Carmel Lifeguard Hiring |
| Attachments: | DOC061421-06142021105418.pdf |

Lifeguard Supervisor Andrea McKinley requests the following lifeguards be placed on the June 15 agenda for approval to hire for the 2021 summer season.

| Avery Weiner | Head Guard | $\$ 15.00 / \mathrm{hr}$ |
| :--- | :--- | :---: |
| Christian Berardi | Beach Captain | $\$ 13.80 / \mathrm{hr}$ |
| Elizabeth Carega | Beach Captain | $\$ 13.80 / \mathrm{hr}$ |
| Charles Berardi | Lifeguard (new hire) | $\$ 12.80 / \mathrm{hr}$ |
| Isabela Yepes | Lifeguard (new hire) | $\$ 12.80 / \mathrm{hr}$ |
| Patrick Kiernan | Lifeguard (new hire) | $\$ 12.80 / \mathrm{hr}$ |

Thank you,

## Heidi Link

Lake Carmel Park District Clerk
Town of Kent
25 Sybil's Crossing
Kent Lakes, NY 10512
Telephone: (845) 306-5602
Fax: (845) 225-5130
lcpdclerk@townofkentny.gov
www.townofkentny.gov/lcpd_home.htm

## Maureen Fleming

| From: | Lake Carmel Parks Clerk |
| :--- | :--- |
| Sent: | Monday, June 14, 2021 12:02 PM |
| To: | Maureen Fleming; Christopher Ruthven; Jamie McGlasson |
| Subject: | FW: Lake Carmel Park District Code Sections |
| Attachments: | LAKE CARMEL PARK DISTRICT RULES AND REGULATIONS REDUX.docX |

I understand that the picnic and outings portion is still up for discussion. I just want to be clear that the form for the Beach Use application should be different than the Lake Carmel Park Property Special Use Application. Perhaps the section should distinguish between beach use and lake property.

The lifeguards at the beaches would not be able to accommodate several families with 12 people arriving at the beaches to picnic. At the smaller beaches, multiple family picnics could potentially limit other residents from being allowed on the beaches. The purpose of the beach use application is so that additional lifeguards can be brought in for parties that exceed the 4-5 people allowed with a family as guests and keep them to a minimum per day.

I'm hoping this clarifies some of the concerns with the change in this section, if you have any questions, please let me know.

Heidi Link<br>Lake Carmel Park District Clerk<br>Town of Kent<br>25 Sybil's Crossing<br>Kent Lakes, NY 10512<br>Telephone: (845) 306-5602<br>Fax: (845) 225-5130<br>lcpdclerk@townofkentny.gov<br>www.townofkentny.gov/lcpd home.htm

From: Maureen Fleming [mfleming@townofkentny.gov](mailto:mfleming@townofkentny.gov)
Sent: Wednesday, June 09, 2021 3:38 PM
To: Jamie McGlasson [jmcglasson@townofkentny.gov](mailto:jmcglasson@townofkentny.gov); Christopher Ruthven [cruthven@townofkentny.gov](mailto:cruthven@townofkentny.gov);


Cc: Tamara Harrison [tharrison@townofkentny.gov](mailto:tharrison@townofkentny.gov); Lake Carmel Parks Clerk [lcpdclerk@townofkentny.gov](mailto:lcpdclerk@townofkentny.gov)
Subject: Lake Carmel Park District Code Sections
Attached please find the Park District \#1 Town Code sections discussed at the last Town Board Meeting on June 1, 2021. I have incorporated changes agreed on at that meeting in blue text and have deleted the red text in the LCPDAB version submitted prior to that meeting. Sections still up for discussion and consideration are in green.

## PARK DISTRICT \# 1 (LAKE CARMEL PARK DISTRICT)

## $\S 50-1$ Definitions.

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

## BATHING AREA

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

## OWNER

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

## PARK DISTRICT NO. 1

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

## PERMIT

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

## PERSON

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

## POLICE OFFICER

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

## § 50-2Interpretation and scope.

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

Any term in the singular shall include the plural.
B.

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

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

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

## E.

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

## §50-3Access to park by residents.

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

## § 50-4Identification; car stickers.

A.

All residents, inhabitants and taxpayers of said Park District No. 1 shall be required to obtain a Park District photo ID for identification at Park District beaches. Residents shall produce their Park District photo ID when called upon to do so by any authorized representative of the Town Board or any person assigned to such duty by the Town Board or its agents. All other persons shall be required to display a permit issued pursuant to § 50-4 hereof.
[Amended 10-19-2009 by L.L. No. 7-2009]

## B.

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

## §50-5Boat registration.

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

## A.

Registration stickers.
[Amended 5-20-2002 by L.L. No. 2-2002]
(1)

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

## (2)

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

## B.

All boats shall be removed from the Park District property around Lake Carmel for the period of time from November 1 until March 15. Within two weeks after November 1 of each year, the Town Board shall notify the owner to remove his or her boat. Any person found guilty of a violation will result in the park officials impounding said boat. A charge of $\$ 125$ shall be collected before the same is returned. Said charge of $\$ 125$ shall be added to the Park District funds.
[Amended 5-20-2002 by L.L. No. 2-2002]
C.

## Wearable Life Jackets

(1)

There shall be one Wearable Life Jackets in any boat on Lake Carmel for each occupant of said boat. Life preservers shall conform to United States Coast Guard standards.
(2)

Occupants of boats, who are under 13 years of age, must wear approved life preservers while on the water of Lake Carmel. However, between November 1 and May 1, all persons, regardless of age, must wear approved life preservers while on the water of Lake Carmel.
[Amended 11-15-2011 by L.L. No. 6-2011]
(3)

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

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

A fine of $\$ 50$ for a second or subsequent offense along with the revocation of the boat registration.
(4)

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

No boat shall be allowed on the waters of Lake Carmel that is over 20 feet in length from bow to stern. No floating device shall be allowed on the waters of Lake Carmel that is over 20 feet from one end to the other lengthwise or more than six feet in width.
[Amended 8-1-1988 by L.L. No. 4-1988]

## § 50-6Curfew.

[Amended 11-19-1979 by L.L. No. 6-1979; 11-24-1986 by L.L. No. 5-1986]
There is hereby imposed a curfew on bathing areas and bathing area parking lots. Curfew hours shall be from 9:30 p.m. until 6:00 a.m.
$\S 50-7$ Preservation of plant life.
A.

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

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

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

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

No person shall attach any rope, cable or other contrivance to any tree, shrub or other plant, with the notable exception of a registered boat or floating device.
F.

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

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

## H.

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

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

A.

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

## B.

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

## C.

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

## D.

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

## E.

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

## [1]

Editor's Note: See Ch. 40, Garbage and Refuse; Landfill. $\S 50-9$ Firearms and weapons.

No person shall have or carry, whether or not concealed upon his person, any pistol or revolver, or any instrument or weapon commonly known as a "toy pistol" or in which or upon which loaded or blank cartridges may be used, or any loaded or blank cartridges or ammunition therefor, except when so authorized by law. No person shall use any rifle, shotgun or fowling piece, or any air gun, spring gun or other instrument or weapon in which the propelling force is a spring or air, within the confines of Park District No. 1. § 50-10Dogs. [1]
No dogs shall be allowed at any time on the designated beaches, and the owners of or persons harboring such dogs or otherwise responsible for such dogs shall be liable for violation of this provision of this chapter.
[1]
Editor's Note: See Ch. 32, Dogs and Other Animals.

## §50-11 Picnics and outings.

Picnics are allowed by any group or individual residents, up to 12 people. For any group over 12, advanced permission must be requested and Lake Carmel Park Property Special Use Application, and granted by the Town of Kent.

## §50-12General conduct.

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

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

Using threatening, abusive or insulting language.
C.

Doing any obscene or indecent act.
D.

Throwing stones or other missiles.
E.

Annoying persons.
F.

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

## G.

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

## H.

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

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

## J.

Introducing, carrying or firing firearms, firecrackers, torpedoes or fireworks, except as provided by $\S 50-9$ hereof.

## K.

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

Assaulting any person.

## M.

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

## N.

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

## 0.

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

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

## § 50-13Traffic control. [1]

A.

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

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

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

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

## E.

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

## F.

Parking of any motor vehicle or other vehicle is prohibited on the lakeshore side of any road abutting Lake Carmel.
[Added 7-1-1991 by L.L. No. 3-1991]
[1]
Editor's Note: See Ch. 72, Vehicles and Traffic.
§50-14Structures.
A.

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

## B.

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

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

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

## § 50-16Penalties for offenses.

[Amended 11-24-1986 by L.L. No. 5-1986]
Any person found guilty of a violation of this chapter or any part thereof or any rule or regulation made thereunder, that does not have its own penalty provision, shall, upon conviction thereof, be subject to a fine of not more than $\$ 250$ or to imprisonment of not more than 15 days, or to both such fine and imprisonment.
$\S 50-17$ Fishing restrictions.
[Added 8-2-1976 by L.L. No. 6-1976]
A.

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

## B.

Any person violating any of the provisions of this section shall be liable for and shall pay a penalty not exceeding $\$ 100$.
§50-18Glass containers.
[Added 4-2-1979 by L.L. No. 2-1979]
No person shall take into, carry through, leave in or throw, cast, lay, drop or discharge into or on any park or park road, with the exception of the Lake Carmel Community Center and that property leased to Tenants at 640 Route 52 Tax \#33.-1-76 any glass container of any sort, including but not limited to bottles, jars and glasses.
§50-19Alcoholic beverages.

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

## §50-20Certain passage prohibited.

[Added 7-1-1991 by L.L. No. 5-1991]
No entry shall be permitted from Champlain Drive onto Terry Hill Road, nor entry from Terry Hill Road onto Champlain Drive. A physical barrier, removable only in case of emergency, shall be erected to prevent passage on Champlain Drive either from or to Terry Hill Road.
§ 50-21Smoking prohibited on beaches.
[Added 10-30-2006 by L.L. No. 2-2006; amended 11-27-2006 by L.L. No. 3-2006]
Smoking on any and all of the beaches located within Park District No. 1 in the Town of Kent is strictly prohibited. For the purposes of this section, "smoking" shall include cigarettes, cigars, pipes and any other form of smoking

## CODE ENFORCEMENT

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

June 7, 2021
From: Zoning Enforcement Officer, Town of Kent:
To: Supervisor Fleming, Town board members, Town of Kent:
Subject: Violation requiring town corrective action:
Enclosed please find violation issued by the undersigned and bids for correction.
Site owners have not responded to Notice of Violation with correction.
Location requiring correction:
15 Chatham Road:
The following proposals have been submitted:
BillHenry Tree Service: $\quad \$ 225.00$
Johnson's Tree Service: $\quad \$ 1800.00$
Larry Reynolds Tree Service: Failed to submit a bid
Notices of Violation and bids are enclosed.
For your consideration and approval.


Estimate

1361 Route 52, Carmel, NY 10512
Phone: 845-878-7569
Email: johnsonswoodpile@aol.com
Website: www.johnsonstreeserviceinc.com

| Name/Address |
| :--- |
| William Looney |
| Town of Kent Building Department |
| 25 Sybil's Crossing |
| Kent Lakes, NY 10512 |


| . Date | Estimate No. | Project |
| :---: | :---: | :---: |
| $: 06 / 02 / 21$ | 327 |  |



Estimate

| Date | Estimate \# |
| :---: | :---: |
| $6 / 5 / 2021$ | 524 |

20 Indian Hill Road
Brewster, NY 10509

| Name / Address |
| :--- |
| Code Enforcement |
| Town Of Kent |
| Carmel, NY 10512 |



## CODE ENFORCEMENT

## OF <br> THE TOWN OF KENT, PUTNAM COUNTY, N.Y. 10512 <br> 845-306-5598 <br> KENTCODES@GMAIL.COM <br> ORDER TO REMEDY VIOLATION

Location: 15 Chatham Rd Kent, NY
Map NO: 22.66-2-10
Date: 5/6/2021
TO:

## Chaffie McMullen

PO BOX 1505
Carmel, NY 10512-7505

## PEEASE TAKE NOTICE: THERE EXISTS A VIOLATION OF: <br> M5.

Town of Kent Municipal CodelChapter 55a-Property Maintenance CodelSection 11 Subs B-1C Maintenance of Exterior
at premises hereinafter described in that:
DANGEROUS TREE: THERE EXISTS ON SITE A DANGEROUS TREE ( SEE PHOTO ) POSING A THREAT TO THE HEALTH AND SAFETY OF THE HOMEOWNER AND/OR ADJACENT PEOPLE AND PROPERTY.

OWNER HAS TEN DAYS FROM THIS DATE TO SUBMIT A PLAN TO THIS OFFICE TO REMOVE THE DANGER PRESENTED BY THE INDICATED TREE.
IF THE ABOVE LISTED VIOLATION IS NOT CORRECTED, NOR NOTICE RECEIVED, TH E TÖWN OF KENT WILL CONTRACT WITH A VENDOR TO ADDRESS THE ISSUE AND THE FEE THE COMPANY PRESENTS WILL BE CHARGED TO THE PROPERTY OWNERS. IF THE PROPERTY OWNERS FAIL TO PAY THE BILL THE DEPT WILL BE ATTACHED TO THE OWNER'S TAX BILL PAYABLE ON THE NEXT INSTALLMENT.

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.
 TOWN OF KENT


## CODE ENFORCEMENT

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

June 10, 2021
From: Zoning Enforcement Officer, Town of Kent:
To: Supervisor Fleming, Town board members, Town of Kent:
Subject: Violations requiring town corrective action:
Enclosed please find violations issued by the undersigned and bids for correction.
Site owners have not responded to Notices of Violation with correction.
18
Locations requiring correction:
8 Teatown Court:
26 Geneva Road:
11 Hawthorne Road:
38Huguenot Road:

The following proposals have been submitted:
J.B. Affordable Lawn Care

8 Teatown Court: $\quad \$ 125.00$
26 Geneva Road: $\quad \$ 175.00$
11 Hawthorne Road: $\quad \$ 125.00$
38 Huguenot Road: $\quad \$ 120.00$
Rhona 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.

## BIDDING PROPOSALS

JAMES K. BENNETT
J.B. AFFORDABLE LAWN CARE

3 MOUNTAIN VIEW KNOLLS, APT A FISHKILL, N.Y. 12524

JUNE 10, 2021
TO WILLIAM LOONEY, ZONING ENFORCEMENT OFFICER, TOWN OF KENT, PUTNAM COUNTY, NEW YORK.

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

8 TEATOWN COURT:
$\$ 125.00$
26 GENEVA ROAD:
11 HAWTHORNE ROAD:
38 HUGUENOT ROAD:
$\$ 175.00$
$\$ 125.00$
$\$ 120.00$

THANK YOU FOR YOUR BUSINESS,
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: 8 Teatown Ct Kent, NY
Map NO: 33.65-1-36
Date: 6/1/2021
TO:
Joe Dèmonico
PO BOX 132
Eastchester, NY 10709-0132

## RLEASE TAKE NOTICE: THERE EXISTS A VIOLATION OF: <br> ma

Town of Kent Municipal CodelChapter 55a-Property Maintenance CodelSection 11 Subs B-1B 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.


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CODE ENFORCEMENT
OF
THE TOWN OF KENT, PUTNAM COUNTY, N.Y. 10512
845-306-5598
KENTCODES@GMAIL.COM
ORDER TO REMEDY VIOLATION
Location: 26 Geneva Dr Kent, NY 10512
Map NO: 22.58-1-35
Date: 5/25/2021
TO:

HSBC MORTGAGE CORP.
2929 WALDEN AVE.
DEPEW, N.Y. 14043
REWSE TAKE NOTICE: THERE EXISTS A VIOLATION OF:
Town of Kent Municipal CodelChapter-55a-Property Maintenance CodelSection 11 Subs B-1B 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.




## 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: 6/2/2021
TO:
Theodore Ogden
11 Hawthorne Rd
Carmel, NY 10512


PLEASE TAKE NOTICE: THERE EXISTS VIOLATION OF:
Town of Kent Municipal CodelChapter 55a-Property Maintenance CodelSection 11 Subs B-1B 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.




CODE ENFORCEMENT
OF
THE TOWN OF KENT, PUTNAM COUNTY, N.Y. 10512
845-306-5598
KENTCODES@GMAIL.COM
ORDER TO REMEDY VIOLATION
Location: 38 Huguenot Rd Kent, NY
Map NO: 33.42-2-26
Date: 5/27/2021
TO:
Herines Varela
388 Huguenot Rd
Kent Lakes, NY 10512

2RLESE TAKE NOTICE: THERE EXISTS A VIOLATION OF:
Town of Kent Municipal CodelChapter 55a-Property Maintenance CodelSection 11 Subs B-1B 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.




Contract Number: 20-007
Project: Kent Invasive Species Management Project
This is a Contract for Services on behalf of the Lower Hudson Partnership for Regional Invasive Species Management (PRISM) between New York - New Jersey Trail Conference (the "Trail Conference"), a 501 (c)(3), not-for-profit, membership corporation in the State of New York acting through its headquarters and authorized person listed below:

| Organization: | New York - New Jersey Trail Conference |
| :--- | :--- |
| Address: | 600 Ramapo Valley Road, Mahwah, NJ 07430 |
| Name \& Title of Contact: | Joshua Howard, Executive Director |
| Phone Number: | 201-512-9348 x814 |
| Email Address: | josh@nynjtc.org |

and the following authorized person(s) and/or entities (the "Contractor"):
Name of Contractor: Town of Kent
Tax Identification Number: 14-6002263
Name \& Title of Contact: Maureen Fleming, Town Supervisor
Address: 25 Sybil's Crossing, Kent Lakes, NY 10512
Phone Number: 845-225-3943
Email Address: mfleming@townofkentny.gov
The Trail Conference and the Contractor agree as follows:

## 1. SCOPE OF WORK

The Scope of Work to be completed under this contract is detailed in Appendix A - Scope of Work.

## 2. PAYMENTS.

A Compensation. Quarterly payments will be made upon receipt of invoices submitted for tasks outlined in the Scope of Work for the amount deemed appropriate by the contractor for the proportion of total work completed during that period. All invoices in total will not exceed the budgeted amount (Appendix B - Budget).

B Terms of Payment: Invoices for services and reimbursement of expenses along with receipts for expenses must be presented to the Trail Conference before payment can be made. A brief progress report must accompany each invoice. Invoices/reimbursement requests will be submitted to the Trail Conference quarterly on the following schedule:

June 15, September 15, 2021 and January 15, 2021 or next business day in the case this date falls on a weekend. Final invoices for the calendar year should be submitted by January 15, 2021. Once received and accepted by the Trail Conference, the Trail Conference will submit to the NY State Department of Environmental Conservation Invasive Species Coordination Unit ("The Department") for reimbursement. Once funds are received from The Department, the Trail Conference will make payment to the Contractor by check.
3. TERMS OF CONTRACT. This Contract shall begin on April 1,2021 and shall expire on December 31, 2021 (the "Expiration Date"). Any extension beyond the Expiration Date must be in writing and signed by the Trail Conference.
4. PERFORMANCE OF WORK. The Contractor is qualified and willing to perform the services described above as an independent contractor in accordance with the highest standards of the Contractor's profession or craft and to the satisfaction of the Trail Conference. The Contractor shall not be paid for any work found by the Trail Conference to be unsatisfactory. If two or more persons or entities are identified as "the Contractor" on the first page hereof, their obligations hereunder shall be joint and several.
5. LIABILITY/INSURANCE. The work to be performed under this Contract shall be performed entirely at the Contractor's risk. The Contractor agrees to indemnify and hold the Trail Conference harmless for any and all liability or loss for injury to any person, including death, or damage to property caused by the negligent acts or omissions of the Contractor in the performance of this Contract.

The Contractor shall carry worker's compensation, hazard and commercial general liability (CGL) insurance with limits of $\$ 2,000,000$ coverage written on an occurrence basis during the term of this Contract. The Contractor shall provide Certificates of Insurance to the Trail Conference as Certificate Holder and named as an additional insured on the Contractor's CGL policy as evidence that the appropriate insurance coverage is in effect.

## 6. TERMINATION AND REMEDIES.

A. Contract Cancellation. The Trail Conference may cancel this Contract at any time upon two weeks written notice. Should this occur, payment for work satisfactorily completed shall be adjusted accordingly. In addition, if the Contractor defaults in performance of the Contractor's duties under this Contract, whether for circumstances within or beyond the control of the Contractor, the Trail Conference may immediately terminate this Contract by written notice to the Contractor. Should termination occur as a result of the Contractor's default, the Trail Conference shall be entitled to damages from the Contractor resulting from the Contractor's default and shall be entitled to offset any amounts payable to the Contractor for work satisfactorily completed against such damages. The balance of amounts payable to the Contractor for work satisfactorily completed, if any, shall be paid to the Contractor. Notice of termination shall be sent to the Contractor's address listed on page 1 .
B. Staff Change. The Trail Conference may choose to cancel this Contract should a major staff change occur affecting individuals directly involved in the project/program for which this contract was originally issued and such change, in the opinion of the Trail

Conference, may materially affect the Contractor's ability to perform the work outlined under this contract.
7. INDEPENDENT CONTRACTOR. The parties intend that an independent contractor-client relationship will be created by this Contract. The conduct and control of the work will be the responsibility of the Contractor. The Contractor is not to be considered an agent or employee of the Trail Conference for any purpose, and no joint venture or principal-agent relationship exists. The Contractor and employees of the Contractor are not entitled to any of the benefits that the Trail Conference provides for its employees. Neither the Trail Conference nor the Contractor shall have any right, power, or authority to create any obligation, expressed or implied on behalf of the other.
8. ASSIGNMENT/SUBCONTRACT. The Contractor may not assign or transfer this Contract or subcontract for the work to be performed without the prior written consent of the Trail Conference.

## 9. OWNERSHIP OF DOCUMENTS AND DATA.

A. All Services performed by the Contractor must conform to the Scope of Work, attached hereto as Appendix A, and shall be subject to acceptance of the Trail Conference. Evidence of the Trail Conference's acceptance shall be a required document in all payment requests. The Contractor shall revise and correct, without additional compensation therefore, any required work of this Contract until the same shall be accepted by the Trail Conference.
B. All accepted original and other drawings, as well as all notes and computations, if applicable, and reports prepared by the Contractor, or other products of the services performed under this Contract, which are required deliverables under this Contract, shall become the property of the The Department.
C. The Contractor may publish papers or other material pertaining to the work performed or to be performed under the Contract after first providing the Trail Conference which will convey to The Department a copy of the proposed publication for review and comment. The Department will provide its comments within 30 days and the Contractor agrees to consider these comments. The Department has the right to require the Contractor to withhold from publication any data that impacts on enforcement issues until resolution of enforcement action.
D.

Title to, and the right to determine the disposition of any copyrights, or copyrightable material, first produced or created in the performance of this work shall remain with The Department; provided that The Department shall grant to the Contractor an irrevocable, royalty-free, non-exclusive right to reproduce, translate, and use all such copyrighted material for its own purposes.
E. Any invention or discovery made or conceived in the performance of this Contract shall be the property of The Department. The Contractor shall be entitled to a nonexclusive royalty-free license under any patent.
10. REQUIRED REPORTS. The Contractor is required to report on their activities with respect to this contract as follows:
A. PROGRESS REPORTS. The Contractor is required to submit progress reports detailing the work accomplished according to the Scope of Work (Appendix A) and deliverables completed and submit such reports with each request for reimbursement. Progress reports are required at least quarterly even if no reimbursement requests have been submitted for that quarter. Quarterly progress reports are due on the same schedule as reimbursement requests per clause 2. B. Terms of Payment.
B. FINAL PRESENTATION. A presentation to the PRISM partners will be given in the third or fourth quarter summarizing the program's accomplishments and recommendations for the following year. This presentation may be delivered in person at a regularly scheduled PRISM Partner meeting or delivered via webinar by pre-arrangement with the PRISM coordinator.
C. FINAL REPORT. A final written report is required by January 15,2021 to be delivered in PDF electronic format and which will be made publicly available.
11. RECOGNITION OF FUNDING. The Contractor will give the Lower Hudson Partnership for Regional Invasive Species Management (PRISM) and The Department credit for the support provided to the Contractor in any publication, presentation or other copy resulting from this work by inclusion of the words "This project was contracted by the Lower Hudson Partnership for Regional Invasive Species Management using funds from the Environmental Protection Fund as administered by the New York State Department of Environmental Conservation."
12. TITLE TO EQUIPMENT. Any equipment purchased with funds provided by the Trail Conference under this Contract shall be the property of The Department, unless specifically provided for otherwise. As such, equipment is considered to be in the service of the PRISM and may be required to be provided to the PRISM Coordinator at the end of the Contract or at such time in the future as it is needed for PRISM projects and is subject to being required to be conveyed to The Department upon request at any time.
13. USE OF TRAIL CONFERENCE NAME/LOGO. The Contractor is granted a license to use the Trail Conference's name and/or the Trail Conference's logo to the extent the work performed contemplates their inclusion in the final work product and for no other purpose without the Trail Conference's prior written consent.
14. USE OF LOWER HUDSON PRISM LOGO. Any products produced with PRISM funds for public use or display should include the PRISM logo unless waived by the PRISM coordinator and the content should be approved by the PRISM coordinator and/or the PRISM Steering committee.
15. CONFIDENTIAL INFORMATION. During the course of the performance of this Contract, the Contractor may have access to materials, data, strategies, other information relating to the Trail Conference and its programs, or systems, which are intended for internal use only. Any such information acquired by the Contractor shall not be used, published, or divulged by the

Contractor to any person, firm, or corporation or in any advertising or promotion regarding the Contractor or the Contractor's services, or in any manner or connection whatsoever without first having obtained the written permission of the Trail Conference, which permission the Trail Conference may withhold in its sole discretion.
16. TAXES. The Contractor agrees to be responsible for any and all filing and payment of taxes and for compliance with any and all provisions and requirements arising under any applicable tax laws. Neither federal, nor state, nor local income tax, nor payroll tax of any kind shall be withheld or paid by the Trail Conference on behalf of the Contractor, nor employees of the Contractor. If appropriate, the Trail Conference shall report all fees paid to the Contractor to the IRS on Form 1099.
17. COMPLIANCE WITH LAWS. The Contractor represents, warrants, and agrees that, in connection with transactions contemplated by this Contract: (a) the Contractor can lawfully work in the United States; (b) the Contractor shall obtain, at its own expense (except to the extent otherwise explicitly stated in this Contract) any permits or licenses required for the Contractor's services under this Contract; and (c) the Contractor shall comply with all statutes, laws, ordinances, rules, regulations, court orders, and other governmental requirements of the United States, the State of New York, and any other jurisdiction (s) in which the Contractor is organized or authorized to do business, including but not limited to any applicable anti-bribery statutes, which are applicable to the work to be done by the Contractor under this Contract (in each case, an "Applicable Law"). The Contractor shall not take any actions that might cause the Trail Conference to be in violation of any such Applicable Laws.
18. EQUAL OPPORTUNITY STAFFING REPORTING. This contract is issued as a subcontract on a New York State contract. As such, it is subject to reporting requirements under the original contract which require the annual reporting of sex, ethnicity and minority status of each staff member employed by moneys from this contract. The Contractor will keep records of this information and provide it to the Trail Conference or The Department upon request.
19. BINDING EFFECT/AMENDMENTS. This Contract shall become binding when signed by the parties. This Contract supersedes all prior or contemporaneous communications and negotiations, both oral and written and constitutes the entire Contract between parties relating to the work set out above. No amendment shall be effective except in writing signed by both parties.
20. SEVERABILITY. If any provision of this Contract is held invalid, the other provisions shall not be affected thereby.

## 21. ENTIRE CONTRACT. This Contract includes the following appendices.

> Appendix A- Scope of Work
> Appendix B - Budget

In the event the Contract, Appendix A - Scope of Work or Appendix B- Budget are inconsistent in any way from the Proposal or Request for Proposal, then this Contract, Appendix A - Scope of Work and Appendix B - Budget shall supersede the Proposal and Request for Proposals.

IN WITNESS WHEREOF, the Contractor and the Trail Conference have executed this Contract, effective as of the last date written below:

## New York - New Jersey Trail Conference

By: Joshua Howard
Date: $\qquad$

Signature
Title: Executive Director

## CONTRACTOR

By: Maureen Fleming Date:

Signature
Title: Town Supervisor

## Appendix A-Scope of Work

The Contractor will The Town of Kent proposes to use an award from Lower-Hudson PRISM to complete a comprehensive inventory of aquatic invasive species (AIS) and their threat level within Kent's waterbodies. GIS maps will be created and regularly updated as a result of this project.

Kent will also develop a comprehensive lake management plan that will utilize AIS inventories to define best practices for containing and removing AIS and prevention. In addition, this project will conduct outreach initiatives to educate local boat-owners regarding AIS identification, boat cleaning, and what steps to take to help Kent in meeting its goal of AIS eradication. Kent will also hire a local steward intern who will monitor White Pond, a DEC-controlled lake and the most utilized lake in Kent by residents and assist with surveying.

## Goal Statements

The project will address the following priorities outlined by the PRISM Steering Committee for 2021:

Capacity Building - Goal 1 - Lower Hudson PRISM has a robust public identity, strong internal structure, and a sustainable resource base to continue its mission.
Objective D - Foster strong academic relationships
Action 1.D.1. - Recruit and host interns
Kent will use an intern to serve as a Watercraft Inspection Steward to foster education of Kent's resources. The selected intern will participate in the Lower Hudson PRISM Watercraft Inspection Steward Program and will be given signage and a safety vest (per DEC requirements), and outreach materials for the public. The hired intern will work a total of 80 hours spanning 5 weekends in July and early August.

Goal 2, Objective A - Develop an invasive species management plan. Outreach and education will be addressed to the lake associations, park districts, boat-owners, and private homeowners. Educational activities will be completed with assistance from Teatown

Conservation Targets - Goal 2 - The Lower Hudson PRISM protects the rich, native biodiversity of the Lower Hudson Valley by focusing on priority targets for conservation.
Objective A - Identify candidate Priority Conservation Areas (PCA) / Invasive Species Prevention Zones (ISPZ).
Action 2.A.1. - Conduct thorough aquatic vegetation surveys to identify potential aquatic PCA/ISPZs.

The first step of the proposed project will require the Town of Kent, Northeast Aquatic Research (NEAR), Teatown, and the NY-NJ Trail Conference to conduct a comprehensive review of all survey data completed for waterbodies in Kent within the past 5 years. This will be done through the accumulation of existing reports completed by PRISM, CSLAP, Kent, and lake management firms. All surveys completed within the past 5 years will be considered invalid and a new survey
will be required.
Surveys to determine invasive species and their tier will provide Kent with an understanding of potential PCAs/ISPZs around Kent as well. The completion of this phase will make sure that Kent's targeted efforts are focused on the areas in most need throughout Kent with the biggest ecological significance and the highest risk of spread.

Strategic Management - Goal 3 - The Lower Hudson PRISM supports and optimizes regional conservation through strategic invasive species management.
Objective A - Continue to build early detection capacity (aquatic).
Action 3.A.1. - Have clear management plans for each Tier 2 species.
Upon completion of surveying, a comprehensive management plan to combat AIS, reduce risk of spread, and provide guidance on protecting the surrounding habitat from encroachment.
The management plan will identify invasive species (including map ID), abundance/density, gross area of infestation, proximity to vector pathways, site logistics (if applicable), status of DEC regulation, PRISM tier, and conservation targets. Moreover, the management plan will include metrics for developing and tracking management success.

Kent will use the management plan to give the Town Board and Supervisor with the information necessary to act on AIS and to protect PCAs in Kent. This will allow Kent to pursue other grant opportunities to combat AIS and develop internal programs/projects aimed at AIS removal. Further, the management plan will be made publicly accessible.

Objective B - Build and refine survey programs to fill data gaps and detect new introductions. Action 3.B.6. - Continue to submit confirmed observations to iMapInvasives.

Kent recognizes the benefits of publicly accessible programs such as iMapInvasives. All data from completed surveys will be made available on iMapInvasives for organizations like PRISM and regional residents. Kent will welcome the assistance of the NY-NY Trail Conference and PRISM to conduct thorough surveying of waterbodies. The hired intern will also assist with surveying.

Action 3.B.7. - Conduct aquatic invasive species surveys to fill data gaps.
As stated, Kent has identified significant gaps in previously conducted surveys. The proposed project will help to fill existing data gaps and provide a thorough understanding of AIS in Kent. PRISM, NY-NJ Trail Conference, NEAR, and the hired intern will assist with surveying. Education and Outreach - Goal 4 - The Lower Hudson PRISM reaches out to new audiences and delivers education that communicates the positive impacts of invasive species management on ecosystems. Lower Hudson PRISM offers clear steps for action on personal/community levels.

Objective B - Conduct tailored education and outreach messaging that is consistent with the specific target audiences.
Action 4.B. 4 - Conduct outreach and education to lake associations, boat and yacht clubs, marinas, boaters and fisherfolk on aquatic invasive species identification and their responsibilities to mitigate spread.

Kent is a community of boat-owners and many residents reside near or directly next to a lake. As such, it is imperative that Kent acquire the support of the community to combat AIS. Therefore, Kent will use funding to target a specific audience of boat-owners and homeowners to educate them on the following:

1. Invasive species identification and reporting
2. Prevention practices
3. Invasive species removal/disposal

NEAR has indicated that the recreational pressure of White Pond represents the largest potential vector for AIS to be transported into Kent. An educational station will be set up with outreach materials, disinfection products, and AIS disposal items. Kent will use additional outreach initiatives, such as public webinars/seminars and signage to educate all residents regarding AIS.

Mitigate Pathways of Invasion - Goal 5 - PRISM has a coordinated program to prevent species introduction by focusing on pathways.
Objective B-Mitigate the spread of aquatic invasive species by boaters
Action 5.B.1. - Cover select high traffic boat launches with Watercraft Inspection Stewards
White Pond, a DEC-regulated waterbody, is considered the most heavily trafficked lake in Kent for boaters. Kent will recruit and secure the services of a Watercraft Inspection Steward who will assist Kent and PRISM by targeting outreach efforts to boat-owners to educate them regarding best practices for cleaning, draining, and treating watercraft and equipment to prevent the propagation of invasive species in heavily used waterbodies. The steward will utilize standard survey methods and procedures for data management adopted by PRISM, in accordance with DEC requirements.

Action 5.B.2. - Educate groups that manage private waterbodies on spread prevention and best practices.

To guarantee a consistent reduction in the spread of AIS throughout Kent waterbodies, education and outreach methods will be used to inform residents and local organizations, such as the Kent Lake Association and the Lake Carmel Park District, on how they can help to mitigate spread.

Timeline and Deliverables
April - June (2 ${ }^{\text {nd }}$ Quarter):

| Activity | Deliverable |
| :--- | :--- |
| Reivew of Existing Lake Surveying by <br> Kent, NEAR and Teatown | Copy of accumulated data of existing <br> surveying for 7 lakes/ponds in Kent |
| Perform education and outreach efforts <br> aiming to reach 250 residents regarding <br> status | List of events and number reached at <br> each, copies of handouts or <br> description of message conveyed |
| Active surveying of waterbodies. All 15 <br> lakes/ponds in Kent surveyed and <br> inventoried for AIS, conservation <br> targets; all AIS Identified/confirmed. | Data from 15 lakes submitted to iMap |

July - Sept (3 ${ }^{\text {rd }}$ Quarter):

| Activity | Deliverable |
| :--- | :--- |
| Steward/White Pond Activity. Target <br> inspection of 100 boats, 250 <br> residents reached | Data from stewards submitted via <br> WISP Survey 1-2-3 app |
| Draft Management Plan (Kent, NEAR) | First draft of management plan |
| Begin work on Management Plan with <br> PRISM involvement |  |

Oct - Dec (4 $4^{\text {th }}$ Quarter):

| Activity | Deliverable |
| :--- | :--- |
| Complete second draft of Management <br> Plan | Second draft of management plan |
| Finalize Management Plan and deliver <br> to town board | Successful passage of management <br> plan |

## Success Measures

The success of the project will be determined by completion of all tasks including survey of Town of Kent waterbodies, finalization of Management Plan, inspection of xxx watercraft and outreach to xxx community members.

All new invasives species observations documented will be entered into iMapInvasives. Surveys and treatments conducted will also be recorded in iMapInvasives.

Expected partnerships
Northeast Aquatic Research will serve as Kent's primary partner for the project due to their expertise with AIS tracking and management and their familiarity with Kent's waterbodies. Teatown will also serve as a partner for the project by assisting NEAR with educational and outreach programming, surveying, and steward supervision/training. Lastly, the NY-NJ Trail Conference will also assist with surveying activities and stewardship monitoring.

Contributions of all project partners will be summarized in the final project report.
Final presentation to the PRISM partners will be given in the third or fourth quarter summarizing the program's accomplishments and recommendations for the following year.

## Appendix B - Budget

| Budget Category | Amount |
| :--- | :--- |
| Personal Service: Salary, wages | 3,130 |


| Fringe benefits | 0 |
| :--- | ---: |
| Equipment | 0 |
| Materials and Supplies | 0 |
| Outside Services | 10,607 |
| Printing and Postage | 0 |
| Travel | 0 |
| Other (explain below) | 0 |
| Indirect costs | TOTAL: |

Outside services funds are to be used for engaging Northeast Aquatic Research to complete portions of the project including inventory of AIS Lake Date, survey of some Kent waterbodies, producing the end of year report and assistance with education seminar.

## Tamara Harrison

| From: | Caleb Duncan [cduncan@m-strat.com](mailto:cduncan@m-strat.com) |
| :--- | :--- |
| Sent: | Wednesday, June 02, 2021 12:31 PM |
| To: | Maureen Fleming; William Huestis |
| Cc: | Tamara Harrison; jwatson@insite-eng.com |
| Subject: | Putnam County Hazard Mitigation Plan - HHDR Grant |
| Attachments: | Draft Resoultion - Putnam County HMP.doc |

## TOWN OF KENT NOTICE

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Hello,
As you know, I have been working with John Watson on the DEC HHDR grant to fund Lake Carmel Dam planning activities. The application requires that applicants upload a copy of FEMA's approval of the County's Hazard Mitigation Plan. I have been trying to contact the County for quite some time now to get this letter without any luck and was finally informed by DHSES that FEMA has not formally approved Putnam's plan since it does not include all dam risks. Putnam County is currently working to amend this, but I was just informed that we can still submit an application without the County's plan being approved by FEMA. It will, however, need to be approved by FEMA prior to award disbursement, which means Kent will ultimately be reliant on Putnam County to receive funding if an award is given.

What we can do in the meantime is provide a resolution stating that Kent has adopted the Putnam County Hazard Mitigation Plan. With the understanding that your next board meeting is on June $15^{\text {th }}$, we can move forward with submission and just provide the resolution once it is adopted. I was provided with the attached sample resolution to pass on to Kent for approval. This resolution can be amended as needed. If it is too late to include on the June $15^{\text {th }}$ agenda, let me know and I can notate in the application that it will be discussed/passed during the June $29^{\text {th }}$ board meeting.

Link to Putnam County Hazard Mitigation Plan: https://www.putnamcountyny.com/pcbes/oem/mitigation/
Please let me know if you have any questions. Best,

## Caleb Duncan

Grants Manager
Millennium Strategies
https://m-strat.com/
Email: cduncan@m-strat.com
Office: 914.220.8392
Cell: 713.397.5622
Due to COVID-19, I am currently working remotely and can be reached via my cell phone.

# ADOPTION RESOLUTION SAMPLE 

(from Draft Multi-jurisdictional How-To \#8)

Name of Jurisdiction - Town of Kent
Governing Body - Town Board
Address - 25 Sybils Crossing, Carmel Hamlet, NY 10512

## RESOLUTION

WHEREAS, the Town of Kent has gathered information and reviewed the Putnam County Hazard Mitigation Plan; and

WHEREAS, the Putnam County Hazard Mitigation Plan has been prepared in accordance with the Disaster Mitigation Act of 2000; and

WHEREAS, the Town of Kent is a local unit of government that has afforded the citizens an opportunity to comment and provide input in the Plan and the actions in the Plan; and

WHEREAS, the Town of Kent has reviewed the Plan and affirms that the Plan will be updated no less than every five years;

NOW THEREFORE, BE IT RESOLVED by the Town Board that the Town of Kent adopts the Putnam County Hazard Mitigation Plan as this jurisdiction's Natural Hazard Mitigation Plan, and resolves to execute the actions in the Plan.

ADOPTED this 15 th day of June, 2021 at the meeting of the Town Board.
(Supervisor)
(Clerk)

## Tamara Harrison

| From: | Maureen Fleming |
| :--- | :--- |
| Sent: | Wednesday, June 02, 2021 12:23 PM |
| To: | ntag@hoganandrossi.com; Tamara Harrison; William Huestis; Christopher Ruthven; <br>  <br> Jabject: |
| Jamie McGlasson; Paul Denbaum |  |
| Attachments: | FW: Putnam County HMP - designated APA |
|  | Putnam HMP Sample Resolution.docx |

The Leg adopted the plan last night. We can do this at our next meeting.


From: Linda McGuinness [Linda.McGuinness@putnamcountyny.gov](mailto:Linda.McGuinness@putnamcountyny.gov)
Sent: Friday, May 14, 2021 2:32 PM
To: jschoenig@brewstervillage-ny.gov; Maureen Fleming [mfleming@townofkentny.gov](mailto:mfleming@townofkentny.gov); mayor@nelsonvilleny.gov; supervisor@philipstown.com; soliverio@putnamvalley.com; thay@southeast-ny.gov; ks@ci.carmel.ny.us;
supervisor@pattersonny.org
Subject: FW: Putnam County HMP - designated APA

## TOWN OF KENT NOTICE

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## Dear Putnam County Hazard Mitigation Partners:

We are writing to advise that the Putnam County Hazard Mitigation Plan has been approved pending adoption by FEMA. This means that once your community has adopted the plan by resolution and it has been documented by FEMA, you will be eligible to apply to fund mitigation projects to increase its resiliency to natural hazards.

## RESOLUTION NO. XXXX-XX

## A RESOLUTION OF THE Governing Body OF THE Jurisdiction Name AUTHORIZING THE ADOPTION OF THE

## 2021 PUTNAM COUNTY, NY HAZARD MITIGATION PLAN UPDATE

WHEREAS, all jurisdictions within Putnam County have exposure to natural hazards that increase the risk to life, property, environment, and the County and local economy; and

WHEREAS; pro-active mitigation of known hazards before a disaster event can reduce or eliminate long-term risk to life and property; and

WHEREAS, The Disaster Mitigation Act of 2000 (Public Law 106-390) established new requirements for pre and post disaster hazard mitigation programs; and

WHEREAS; a coalition of Putnam County municipalities with like planning objectives has been formed to pool resources and create consistent mitigation strategies within Putnam County; and

WHEREAS, the coalition has completed a planning process that engages the public, assesses the risk and vulnerability to the impacts of natural hazards, develops a mitigation strategy consistent with a set of uniform goals and objectives, and creates a plan for implementing, evaluating and revising this strategy;

NOW, THEREFORE, BE IT RESOLVED that the [jurisdiction name]:

1) Adopts in its entirety, the 2021 Putnam County Hazard Mitigation Plan Update (the "Plan") as the jurisdiction's Natural Hazard Mitigation Plan, and resolves to execute the actions identified in the Plan that pertain to this jurisdiction.
2) Will use the adopted and approved portions of the Plan to guide pre- and post-disaster mitigation of the hazards identified.
3) Will coordinate the strategies identified in the Plan with other planning programs and mechanisms under its jurisdictional authority.
4) Will continue its support of the Mitigation Planning Committee as described within the Plan.
5) Will help to promote and support the mitigation successes of all participants in this Plan.
6) Will incorporate mitigation planning as an integral component of government and partner operations.
7) Will provide an update of the Plan in conjunction with the County no less than every five years.

PASSED AND ADOPTED on this Xst, Xnd, Xrd, Xth day of MONTH, YEAR, by the following vote:
AYES:
NOES:
ABSENT:
ABSTAIN:

Elected Official, City/Town/Village of $\qquad$
ATTEST:
Clerk, Town/Village of $\qquad$

## Servpro NW SE Dutchess Cty \& Putnam County

# Servpro of NW \& SE Dutchess County/Servpro of Putnam Co <br> Servpro of NW \& Se Dutchess County/Servpro of Putnam Co <br> 506 Salt Point Turnpike <br> Franchise \# 10206 Franchise \# 10772 Tax id 46-2743478 <br> Phone 845-635-4550 <br> Fax 845-204-9779 <br> Email: servpronwsedutchess@yahoo.com 

Client: Kent Town Hall - Tamara Harrison Home: (845) 225-3943
Property: 25 Sybils Crossing
Carmel, NY 10512

Operator: DTOTH

Estimator: Daniel Toth Business: (845) 635-4550
Business: 506 Salt Point tpke
Poughkeepsie, NY 12601

Type of Estimate: Other
Date Entered: 6/3/2021 Date Assigned:

Price List: NYWP8X_JUN21
Labor Efficiency: Restoration/Service/Remodel
Estimate: TOWNOFKENT

## Servpro NW SE Dutchess Cty \& Putnam County

Servpro of NW \& SE Dutchess County/Servpro of Putnam Co
Servpro of NW \& Se Dutchess County/Servpro of Putnam Co
506 Salt Point Turnpike
Franchise \# 10206 Franchise \# 10772 Tax id 46-2743478
Phone 845-635-4550
Fax 845-204-9779
Email: servpronwsedutchess@yahoo.com

## TOWNOFKENT

## Basement



Utility Room
Height: $\mathbf{8}^{\prime}$

| 687.33 SF Walls | 468.00 SF Ceiling |
| :--- | :--- |
| $1,155.33$ SF Walls \& Ceiling | 468.00 SF Floor |
| 52.00 SY Flooring | 85.50 LF Floor Perimeter |
| 88.00 LF Ceil. Perimeter |  |


| Door | $2^{\prime} 6^{\prime \prime} \mathrm{X} 6^{\prime} 8^{\prime \prime}$ |  | Opens into Exterior |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
| DESCRIPTION | QTY | REMOVE | REPLACE | TAX | TOTAL |
| 1. Air mover (per 24 hour period) - No monitoring | 9.00 EA | 0.00 | 25.00 | 18.84 | 243.84 |
| Charge for three air movers for three days. |  |  |  |  |  |
| 2. Dehumidifier (per $\mathbf{2 4}$ hour period) No monitoring | 3.00 EA | 0.00 | 52.00 | 13.07 | 169.07 |
| Charge for one dehumidifier for three days. |  |  |  |  |  |
| 3. Clean floor-Heavy | 1,170.00 SF | 0.00 | 0.65 | 63.69 | 824.19 |
| Charge to roto and extract concrete floor to clean the residue caused by the pipe burst. |  |  |  |  |  |
| 4. Cleaning Technician - per hour | 6.00 HR | 0.00 | 53.85 | 27.06 | 350.16 |
| Charge for two Cleaning technicians to clean pipes and plumbing sprayed by the contaminated water. |  |  |  |  |  |
| 5. Deodorize building - ULV fogger | 9,360.00 CF | 0.00 | 0.07 | 54.87 | 710.07 |
| Charge to deodorize utility room and hallways/offices through use of ULV fogger |  |  |  |  |  |
| 6. Negative air fan/Air scrubber ( 24 hr period) - No monit | 8.00 DA | 0.00 | 71.37 | 47.82 | 618.78 | period) - No monit.

Charge for three air scrubbers to be placed in the utility room, center hallway, fire room and far hallway by stairwell to run for 48 hours for deodorizing purposes after drying and cleaning process has been completed.
$\begin{array}{llllll}\text { 7. Seal wall for odor control } & 108.00 \mathrm{SF} & 0.00 & 2.00 & 18.09 & 234.09\end{array}$
Charge to seal drywall walls to neutralize odor.

| Totals: Utility Room | 243.44 | $3,150.20$ |  |
| :--- | :--- | :--- | :--- |
| Total: Basement |  | $\mathbf{2 4 3 . 4 4}$ | $\mathbf{3 , 1 5 0 . 2 0}$ |
| Line Item Totals: TOWNOFKENT | $\mathbf{2 4 3 . 4 4}$ | $\mathbf{3 , 1 5 0 . 2 0}$ |  |

## Servpro NW SE Dutchess Cty \& Putnam County

Servpro of NW \& SE Dutchess County/Servpro of Putnam Co Servpro of NW \& Se Dutchess County/Servpro of Putnam Co 506 Salt Point Turnpike
Franchise \# 10206 Franchise \# 10772 Tax id 46-2743478
Phone 845-635-4550
Fax 845-204-9779
Email: servpronwsedutchess@yahoo.com

## Grand Total Areas:

| 687.33 | SF Walls | 468.00 | SF Ceiling | $1,155.33$ | SF Walls and Ceiling |
| ---: | :--- | ---: | :--- | :--- | :--- | :--- |
| 468.00 | SF Floor | 52.00 | SY Flooring | 85.50 | LF Floor Perimeter |
| 0.00 | SF Long Wall | 0.00 | SF Short Wall | 88.00 | LF Ceil. Perimeter |
|  |  |  |  |  |  |
| 468.00 | Floor Area | 497.78 | Total Area | 687.33 | Interior Wall Area |
| 799.33 | Exterior Wall Area | 90.67 | Exterior Perimeter of |  |  |
|  |  | Walls |  |  |  |
| 0.00 | Surface Area | 0.00 | Number of Squares | 0.00 | Total Perimeter Length |
| 0.00 | Total Ridge Length | 0.00 | Total Hip Length |  |  |

## Servpro NW SE Dutchess Cty \& Putnam County

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Franchise \# 10206 Franchise \# 10772 Tax id 46-2743478
Phone 845-635-4550
Fax 845-204-9779
Email: servpronwsedutchess@yahoo.com

## Summary for Dwelling

| Line Item Total | $2,906.76$ |
| :--- | ---: |
| Total Tax(Rep-Maint) | 243.44 |
| Replacement Cost Value | $\mathbf{\$ 3 , 1 5 0 . 2 0}$ |
| Net Claim | $\mathbf{\$ 3 , 1 5 0 . 2 0}$ |

Daniel Toth

## Servpro NW SE Dutchess Cty \& Putnam County

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Servpro of NW \& Se Dutchess County/Servpro of Putnam Co 506 Salt Point Turnpike
Franchise \# 10206 Franchise \# 10772 Tax id 46-2743478
Phone 845-635-4550
Fax 845-204-9779
Email: servpronwsedutchess@yahoo.com

## Recap of Taxes

|  | Total Tax(Rep- <br> Maint) <br> $(8.375 \%)$ | Clothing Local Tax <br> $(\mathbf{4 . 3 7 5 \%})$ | Clothing State Tax <br> $(\mathbf{4 \%} \%$ | Manuf. Home Tax <br> $(\mathbf{8 . 3 7 5 \%})$ | Starage Rental Tax <br> $(\mathbf{8 . 3 7 5 \% )}$ |
| :--- | ---: | ---: | ---: | ---: | ---: |
| Line Items | 243.44 | 0.00 | 0.00 | 0.00 | 0.00 |
| Total | 243.44 | 0.00 | $\mathbf{0 . 0 0}$ | $\mathbf{0 . 0 0}$ | $\mathbf{0 . 0 0}$ |

## Servpro NW SE Dutchess Cty \& Putnam County

Servpro of NW \& SE Dutchess County/Servpro of Putnam Co Servpro of NW \& Se Dutchess County/Servpro of Putnam Co 506 Salt Point Tumpike
Franchise \# 10206 Franchise \# 10772 Tax id 46-2743478
Phone 845-635-4550
Fax 845-204-9779
Email: servpronwsedutchess@yahoo.com

## Recap by Room

## Estimate: TOWNOFKENT

| Area: Basement |  |  |
| :---: | :---: | :---: |
| Utility Room | 2,906.76 | 100.00\% |
| Area Subtotal: Basement | 2,906.76 | 100.00\% |
| Subtotal of Areas | 2,906.76 | 100.00\% |
| Total | 2,906.76 | 100.00\% |

## Servpro NW SE Dutchess Cty \& Putnam County

Servpro of NW \& SE Dutchess County/Servpro of Putnam Co
Servpro of NW \& Se Dutchess County/Servpro of Putnam Co 506 Salt Point Turnpike
Franchise \# 10206 Franchise \# 10772 Tax id 46-2743478
Phone 845-635-4550
Fax 845-204-9779
Email: servpronwsedutchess@yahoo.com

## Recap by Category

| Items | Total | $\%$ |  |
| :--- | ---: | ---: | ---: |
| CLEANING | $1,738.80$ | $55.20 \%$ |  |
| PAINTING | 216.00 | $6.86 \%$ |  |
| WATER EXTRACTION \& REMEDIATION | 951.96 | $30.22 \%$ |  |
| Subtotal | $2,906.76$ | $92.27 \%$ |  |
| Total Tax(Rep-Maint) | 243.44 | $7.73 \%$ |  |
| Total |  | $3,150.20$ | $100.00 \%$ |

Basement


TOWNOFKENT

Basement
6/9/2021
E

## Tamara Harrison

| From: | Maureen Fleming <br> Sent: <br> To: |
| :--- | :--- |
|  | Wednesday, June 09, 2021 12:58 PM |
| ntag@hoganandrossi.com; Tamara Harrison; William Huestis; Christopher Ruthven; |  |
| Subject: | Jamie McGlasson; Paul Denbaum |
|  | FW: Request for Approval - Sublease for Site: 208041 \| Site Name: Kent Town Hall | Site |
| Attachments: | Address: 16 Sybils Crossing Carmel Hamlet, New York 10512 |
|  | American Tower Approval-208041 LCL 13652929 .pdf |

From: Amar Alhakim [aalhakim@md7.com](mailto:aalhakim@md7.com)
Sent: Wednesday, June 9, 2021 12:48 PM
To: Maureen Fleming [mfleming@townofkentny.gov](mailto:mfleming@townofkentny.gov)
Subject: Request for Approval - Sublease for Site: 208041 | Site Name: Kent Town Hall | Site Address: 16 Sybils Crossing Carmel Hamlet, New York 10512

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Good afternoon Maureen,
My name is Amar Alhakim, and I am reaching out to you on behalf of American Tower. I work for MD7, and we are assisting American Tower in the management of this site, including requesting consent from landlords on behalf of American Tower when such consent is required. We are writing to request your approval of a proposed equipment installation by VERIZON WIRELESS, at this site. VERIZON WIRELESS is an existing user of the tower at this site, however pursuant the ground agreement we are required to obtain your approval before we allow them to install their equipment. Included for your convenience is a copy of the construction drawings.

We kindly request that you please approve the proposed sublease by signing the attached letter and either (i) returning a scanned signed copy to me via email (Adobe Sign or DocuSign available upon request) or (ii) returning the copy that was sent to you in the mail using the envelope provided. If returning via mail, it should be sent my attention at 10590 W. Ocean Air Drive, Suite 300, San Diego, CA 92130.

Thank you in advance for your cooperation.

This message contains confidential information and is intended only for the indivicualis) addressed in the message. If you are not the named addressee, you should not disseminate, distribute, or copy this e-mail. If you are not the intendea recipipnt, you are notified that disclosing, distributing, or copying this e-mail is strictly prohibited.

## AMERICAN TOWVER"

Town of Kent
Attn: Supervisor
25 Sybil's Crossing
Kent Lakes, NY 10512
June 8, 2021

REQUEST FOR APPROVAL OF PROPOSED INSTALLATION OF EQUIPMENT

| SITE NUMBER | SITE NAME | PROJECT NUM. | CUSTOMER* |
| :---: | :---: | :---: | :---: |
| 208041 | Kent Town Hall | 13652929 | VERIZON WIRELESS |
| SITE ADDRESS |  | GROUND AGREEMENT |  |
| 16 Sybils Crossing | Wireless Communications Site Lease Agreement |  |  |
| Carmel Hamlet, New York 10512 | dated October 4, 2012 |  |  |

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

Dear Landlord:

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

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

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

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

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

Thank you for your time.

Sincerely,


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

## Approval

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

Signature: $\qquad$ Date: $\qquad$

Print Name:

Title:





|  | $\begin{aligned} & 514 \\ & 11 \\ & 14 \end{aligned}$ | M ${ }^{\text {a }}$ |  | ל |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |







$\square$







## We have prepared a proposal for you

Proposal \# 000401
Version 3

$$
\%
$$

## Prepared for:

## Town of Kent

Yulia Kelly
accountant@townofkentny.gov


Cybersecurity

| Description |  |  |  |  |
| :--- | ---: | ---: | ---: | ---: |
| Gold: Mitigate, per Endpoint | $\$ 12.50$ | 75 | Recurring | Qty |
| Gold: Mitigate, per Server | $\$ 25.00$ | 6 | $\$ 237.50$ |  |
|  | $\$ 150.00$ |  |  |  |

Professional Services (One-time Charge)

| Description | Price | Qty | Ext. Price |
| :--- | ---: | ---: | ---: | ---: |
| Setup Fee | $\$ 962.50$ | 1 | $\$ 962.50$ |

## Removals

| Description | Recuring | Oty | Ext. Recurring |
| :---: | :---: | :---: | :---: |
| AV Defender - per device, per month | \$200 | -75 |  |
|  | \$2.00 | -75 | (\$150.00) |
| $\because$ | Removal Subtotal: |  | (\$150.00) |

## magna5

Proposal Information:
Proposal \#: 000401
Version: 3

- Delivery Date: 06/03/2021
- Expiration Date: 06/30/2021 Auto \#: 17477
Contract Term (in months): 36

Prepared for:
Town of Kent
25 Sybil's Crossing
Kent, New York 10512
Yulia Kelly
(845) 306-5588
accountant@townofkentny.gov

Prepared by:
Magna5 (Pittsburgh)
Sean Boudreault
844-462-4625
sboudreault@magna5global.com

Expenses Summary

| Description |  |
| :--- | ---: |
| Cybersecurity | Amount |
|  | Total: |

Removal Expenses Summary

| Description | Amount |
| :--- | ---: |
| Removals | Removal Total: |
|  | $(\$ 150.00)$ |

## Proposal Summary

| Description |  |
| :--- | ---: |
| Pfofessional Services (One-time Charge) | Amount |
|  | $\$ 962.50$ |

[^1]
[^0]:    ZONING ENFORCEMENT OFFICER
    TOWN OF KENT

[^1]:    $\%$

