

**TOWN OF KENT
TOWN BOARD MEETING
Tuesday, March 5, 2019**

Executive Session – 6:15 p.m.

to discuss collective negotiations pursuant to article fourteen of the civil service law and pending litigation

Workshop –

1. Pledge of Allegiance
2. Police Department – awards, traffic study for light at Ludingtonville Rd and Route 52 intersection
3. Lake Tibet – Hydro-rake and harvester proposal
4. Planning Department – accept bonds for TM 10.20-1-51, discussion of amendment to Article III of Chapter 77 of the Town Code
5. Highway Department – accept bids for truck and storage bin roofs, Highway Law § 284 agreement
6. Land Dedication discussion
7. Lake Carmel Fire Department – new members
8. Lake Carmel Park District – approve Lifeguard Supervisor for the 2019 season and advertise for Certified Waterfront Lifeguards, Head Lifeguard, Waterfront Safety Instructor and Lake Carmel Seasonal Park District Maintenance Workers
9. Food Truck law permit fees
10. Fireworks Extravaganza
11. Outreach Worker contract
12. Announcements
13. Public Comment

Meeting

1. Roll Call
2. Vote on the following:
 - a. Authorize police department to request traffic study from state
 - b. Accept bid from Solitude Lake Management for Lake Tibet hydro-rake and harvester
 - c. Accept bonds for TM# 10.20-1-51
 - d. Set public hearing date for amendment to Article III of Chapter 77 of the Town Code
 - e. Accept bid for new Highway truck
 - f. Accept bid for Highway storage bin roof labor
 - g. Approve Highway Law § 284 agreement
 - h. Approve 5 new members to the Lake Carmel Fire Department
 - i. Approve the hiring of LCPD Lifeguard Supervisor for 2019 season
 - j. Authorize Town Clerk to advertise for Certified Waterfront Lifeguards, Head Lifeguard, Waterfront Safety Instructor and Lake Carmel Seasonal Park District Maintenance Workers
 - k. Approve Food Truck law fee schedule
 - l. Approve Fireworks Extravaganza contract
 - m. Approve Outreach Worker contract
3. Vouchers and Claims
4. Public comment

Tamara Harrison

From: Vivian Gufarotti <viviangufarotti@gmail.com>
Sent: Friday, March 01, 2019 7:37 AM
To: Tamara Harrison
Subject: Adding Lake Tibet to March 5 agenda,
Attachments: Tibet Lk19_hydro-rake mgmt_common area_rev 2-28.pdf

Hi Tamara,

Attached is the copy of the contract we will need the Town to sign for hydro-raking at Lake Tibet. I am hoping you can add us to the agenda. I will be there to present our request.

My mobile number is [redacted] if you need to reach me.

Thanks for your help.

Vivian

Tamara Harrison

From: Vivian Gufarotti <viviangufarotti@gmail.com>
Sent: Friday, March 01, 2019 3:51 PM
To: Tamara Harrison
Subject: Re: Adding Lake Tibet to March 5 agenda,

I'll forward you what I have. They are email conversations (sorry I couldn't figure out another way to do this. Princeton Hydro couldn't fit into our schedule (permit would expire) and Aquatic Technologies said they would send a proposal, but didn't.

Requests were also sent to Swamp Thing and Pond Connection, but neither ever responded.

On Fri, Mar 1, 2019 at 10:39 AM Tamara Harrison <tharrison@townofkentny.gov> wrote:

Thank you. Do you have the paperwork for the other 2 companies you looked at?

From: Vivian Gufarotti <viviangufarotti@gmail.com>
Sent: Friday, March 01, 2019 7:37 AM
To: Tamara Harrison <tharrison@townofkentny.gov>
Subject: Adding Lake Tibet to March 5 agenda,

Hi Tamara,

Attached is the copy of the contract we will need the Town to sign for hydro-raking at Lake Tibet. I am hoping you can add us to the agenda. I will be there to present our request.

My mobile number : if you need to reach me.

Thanks for your help.

Vivian

February 28, 2019

Lake Tibet Property Owners Association, Inc.
Town of Kent, NY
c/o Vivian Gufarotti
914-772-6404
laketibetny@gmail.com

Re: 2019 Aquatic Management Program on Lake Tibet

Dear Vivian:

Please accept this as our 2019 Proposal/Agreement for mechanical hydro-rake and aquatic weed harvester (barge) services to control nuisance lily species in designated common areas of Lake Tibet. We have blocked project time on our capacity calendar with expected project commence date of April 15, 2019. We will expect to coordinate this project directly with AJ and you, unless you advise us differently.

Same pricing for hydro-rake and harvester (barge) services as extended in 2018:

- Hydro-rake & operator \$1,850 per 8-hour onwater operating day
- Harvester & operator \$1,850 per 8-hour onwater operating day
- Hydro-rake mob/demob \$3,000
- Harvester mob / demob \$3,000

Please sign the enclosed Standard Agreement and return a copy by email or by U.S. mail to our business office at 590 Lake Street, Shrewsbury, MA 01545 by March 22, 2019. We look forward to assisting with the lily species control project to restore Lake Tibet open water areas. If you have any questions or comments, please feel free to call or email me.

Sincerely,
SOLitude Lake Management

A handwritten signature in blue ink that reads "Jeffrey J. Castellani".

Jeffrey J. Castellani
Director of Mechanical Operations
jcastellani@solitudelake.com
508-917-7151

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STANDARD AGREEMENT #1019-19

This AGREEMENT dated this **28th day of February, 2019** by and between SOLITUDE LAKE MANAGEMENT, LLC hereinafter referred to as the 'COMPANY' and Lake Tibet Property Owners Association, Inc., c/o Ms. Dorian D'Ausilio hereinafter referred to as the 'CLIENT' for the products and/or services to be provided by the COMPANY as described below:

Product / Service	No. Days/Units	Daily Cost	Amount
Equipment Mobilization / Demobilization (Hydro-rake and Harvester – barge)	2 Units	\$3,000	\$6,000
Hydro-rake & Operator	5 Days	\$1,850/Day	\$9,250
Barge (Aquatic Weed Harvester) & Operator	5 Days	\$1,850/Day	\$9,250

The estimated total cost of the work is **\$24,500** and shall not be exceeded without prior approval from the CLIENT. The work shall be tentatively performed Mid-April 2019.

The CLIENT shall be fully responsible for:

1. Erosion control preparation of the material off-load areas if silt fence and / or straw bales are required by permit conditions (please forward copy of permit to Solitude).
2. Identifying a project liaison to provide our Operator with guidance/direction as to the work (i.e. specific area to be hydro-raked based on budgeted days, amount of time spent in each area, etc.).
3. Trucking/disposal of all material deposited along the water edge, to a permanent upland disposal site.
4. Providing an adequate equipment launch / removal location, material offloading location and onsite material dewatering location. It is the client's responsibility to insure offload site(s) are available to hold material. In the event that the designated offload site(s) are full and unable to accept more material, the client must pull the material away from shore to create more space. SOLitude will continue to bill the daily rate during any downtime due to inability to offload material.
5. SOLitude will use the utmost care when launching and landing equipment but cannot be held responsible for property damages caused by either operation. Unless specifically stated in the proposal no crane or tow service charges are included and would be the responsibility of the client should the need arise when launching or landing equipment. If a crane or tow service is required, the contractor and SOLitude will not be held responsible for damages.

Additional conditions mutually agreed to by the COMPANY and the CLIENT include:

- In conjunction with the signing and return of this agreement, a deposit of **\$9,700** equal to the equipment mobilization / demobilization fee and the first day of mechanical services.
- Payment is due in full within 30 days of receipt of an invoice.

The CLIENT further certifies the area to be free of all wires, cables, water intakes, or other underwater obstructions. The COMPANY carries property damage, general liability, and workmen's compensation insurance.

SOLITUDE will rake and remove as much vegetation/root material/ unconsolidated bottom debris, as possible within the allotted budget, but does not guarantee the removal of all vegetation, nor make any claims as to plant re-growth that may or may not occur

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GENERAL CONDITIONS

- SOLITUDE will rake and remove as much vegetation/root-material/unconsolidated bottom debris, as possible within the allotted budget, but does not guarantee the removal of all vegetation or organic matter, nor make any claims as to plant re-growth that may or may not occur.
- Company will continue to maintain all appropriate licensing necessary to perform all specified work in a safe and legal manner throughout the entire contract period.
- Company will furnish personnel, equipment, boats, materials, and other items required to provide the forgoing at his expense.
- Company is dedicated to environmental stewardship in all of its work and maintains a diligent program to recycle all plastic containers, cardboard, paper and other recyclable wastes generated through the performance of our contract work.
- Company will maintain general liability and workman's compensation insurance.
- Company shall be reimbursed by the Client for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on the Company by the Client that are not covered specifically by the written specifications of this contract.
- Neither party may assign this Agreement without the written consent of the other party; provided, that Company may assign this Agreement upon the merger, reorganization, consolidation, change of control or sale of all or substantially all of the assets of Company. This Agreement shall inure to the benefit of, and be binding upon, the parties and their respective successors and permitted assigns.
- The Client agrees to pay penalties and interest in the amount of 2% per month for all past due invoices and related account balances in excess of 30 days past due from the due date as specified by the contract and as stated on the relevant invoice presented to the Client.
- The Client covenants and agrees to pay reasonable attorney's fees and all other related costs and expenses for collection of past due invoices and account balances and for any other actions required to remedy a material breach of this contract.

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■
To reserve current preferred scheduling of equipment and personnel, this Agreement must be signed and a copy returned to our office by March 22, 2019 (via email or fax 774-745-0277).

I (we) the CLIENT accept the terms and conditions as stated above and authorize the COMPANY to proceed.

CONTRACT PRICE: \$24,500

PAYMENT TERMS:

SOLITUDE will invoice for this project upon work completion, due within 30 days of the receipt of invoice. This document shall become a contract upon signing and returning a copy to SOLITUDE. Please print a copy for your records. If this contract is not executed within thirty days, SOLITUDE reserves the right to review the contract price.

APPROVED:

SOLitude Lake Management®

Lake Tibet Property Owners Association, Inc.
(Authorized Signature)

(Print Name and Title)

(Date)

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Tamara Harrison

From: Lake Tibet Park Association <laketibetny@gmail.com>
Sent: Friday, March 01, 2019 3:39 PM
To: Tamara Harrison
Subject: Fwd: Consideration for hydro-raking

----- Forwarded message -----

From: **Scott Churm** <schurm@princetonhydro.com>
Date: Thu, Feb 28, 2019 at 12:21 PM
Subject: Re: Consideration for hydro-raking
To: Lake Tibet Park Association <laketibetny@gmail.com>
Cc: Tyler Overton <toverton@princetonhydro.com>

Vivian,

I reviewed our schedule for April and May and don't see a way that we can fit this work in based on the current workload and the permit time-frame. Please reach out to me if you are able to have the permit extended. We have some large jobs to work on but should be done with all of them by mid/late May. Thanks for the opportunity.

Thanks,

Scott Churm

Associate: Director of Aquatic Operations

PrincetonHydro.com : 609.306.5423

1108 Old York Road : Ringoes : NJ : 08551

On Wed, Feb 27, 2019 at 4:25 PM Lake Tibet Park Association <laketibetny@gmail.com> wrote:
Okay.

I do need to present to our Town in a couple of days. Also need to know if you could work out performing services for individual land owners.

On Wed, Feb 27, 2019 at 2:22 PM Scott Churm <schurm@princetonhydro.com> wrote:
This is correct but is a littler high. Assume a cost closer to \$16,000.00 for a full week.

I still need a few days to review our upcoming jobs and see if we could fit this into our schedule based on the your timeframe for the work having to be done.

Thanks,

Scott Churm

Associate: Director of Aquatic Operations

PrincetonHydro.com : 609.306.5423

1108 Old York Road : Ringoes : NJ : 08551

On Wed, Feb 27, 2019 at 1:57 PM Lake Tibet Park Association <laketibetny@gmail.com> wrote:

UGH, excuse my horrible math!

\$17,500 for equipment and operators plus \$1,400 mobilization totaling \$18,900 for a week. Did I get it right this time?

On Wed, Feb 27, 2019 at 1:38 PM Lake Tibet Park Association <laketibetny@gmail.com> wrote:

Thanks. The Truxor is impressive looking.

To test if I have this correct, if we were looking for one week with the Truxor and a barge we would pay \$3,500 for both machines/operators with an additional \$1,400 mobilization/demobilization fee for a grand total of \$4,900 for the week. Correct?

Would you also be able to provide the services of the Truxor (on a per day basis) to individual property owners who have waterfront properties?

And the ultimate question - would you be available during the time frame we have indicated?

Vivian

On Wed, Feb 27, 2019 at 1:04 PM Scott Churm <schurm@princetonhydro.com> wrote:

Vivian,

Cost ESTIMATES. Please visit the following website to see our hydro-raking machine. It is not a traditional hydro-rake.

<http://doroteamekaniska.se/en/truxor-dm-5000-2>

We only offer full day operating costs. No 1/2 days or weekends.

One time mobilization/demobilization fee of \$800.00.

Daily rate for the Truxor DM5045 with an operator is \$2,200.00.

If we need to utilize our collection barge for transporting the hydro-raked material to a shoreline dumping location then the daily fee for the Truxor DM5045 with an operator and the collection barge with an operator would be \$3,500.00 with an additional \$600.00 mobilization/demobilization fee.

These fees do not include any disposal fees for the hydro-raked material or a loader machine for off-loading the barge.

Let me know what else I can provide. A site visit would be required prior to finalize a cost proposal and we are still not sure at this time if our schedule will work for your timeframe but will continue to look into it.

Thanks,

Scott Churm

Associate: Director of Aquatic Operations

PrincetonHydro.com : 609.306.5423

1108 Old York Road : Ringoes : NJ : 08551

On Wed, Feb 27, 2019 at 7:15 AM Lake Tibet Park Association <laketibetny@gmail.com> wrote:

Scott,

Of course you need to review your schedule and see what could be fit in. I am in a bit of a tight spot here and need to have a rough idea of what your rate for hydro-raking is like. Is there any way you could provide me with a typical daily rate? It would be very helpful helpful to us.

Thanks,
Vivian

On Sun, Feb 24, 2019 at 6:01 PM Lake Tibet Park Association <laketibetny@gmail.com> wrote:
Hi Scott,

Thanks for getting back to me. The permit is attached.

Vivian

On Fri, Feb 22, 2019 at 2:09 PM Scott Churm <schurm@princetonhydro.com> wrote:
Hi Vivian,

I checked out the lake on Google Earth and will need to sit down with my crew next week to go over our schedule for the spring. We have 2 machines but I will need to see how much work we currently have on our plate. If you wouldn't mind, could you send me a copy of the permit so I can see if there are any restrictions/guidelines that would affect the work?

Thanks,

Scott Churm
Associate: Director of Aquatic Operations
PrincetonHydro.com : 609.306.5423
1108 Old York Road : Ringoes : NJ : 08551

On Thu, Feb 21, 2019 at 4:12 PM Fred Lubnow <flubnow@princetonhydro.com> wrote:
Hello Mr. Gufarotti:

Thank you for interest in Princeton Hydro in providing these services. I have cced Scott Churm and Tyler Overton who oversee our Operations group. They should be able to provide you with some information but I am sure they will have some questions to obtain more details on the project.

Fred

Fred S. Lubnow, Ph.D.
Director of Aquatic Programs
PrincetonHydro.com : 610.524.4220 : c.610.310.5287
203 Exton Commons : Exton : PA : 19341

On Thu, Feb 21, 2019 at 3:57 PM Lake Tibet Park Association <laketibetny@gmail.com> wrote:
To Whom It May Concern:

The Lake Advisory Committee of the Lake Tibet Property Owners Association is looking for a company to provide hydro-raking, specifically for nuisance lilies, at our lake this spring.

Tamara Harrison

From: Lake Tibet Park Association <laketibetny@gmail.com>
Sent: Friday, March 01, 2019 3:40 PM
To: Tamara Harrison
Subject: Fwd: Consideration for hydro-raking services

----- Forwarded message -----

From: **Aquatic** <aquaticnj@optonline.net>
Date: Wed, Feb 27, 2019 at 8:01 AM
Subject: Re: Consideration for hydro-raking services
To: Lake Tibet Park Association <laketibetny@gmail.com>

Hi Vivian,

I will just send you a proposal today or tomorrow and we can discuss at that point.

Thank You,

Robert Ottmann

Aquatic Technologies, Inc.
P.O. Box 769
Branchville, NJ 07826
aquaticnj@optonline.net
www.aquatechnj.com

Office: [973-773-9567](tel:973-773-9567)
Fax: [973-948-7118](tel:973-948-7118)
Mobile: [973-417-3037](tel:973-417-3037)

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Tamara Harrison

From: Planning Kent
Sent: Friday, February 22, 2019 10:00 AM
To: Maureen Fleming
Cc: Accountant; Lana Cappelli; Tamara Harrison; Building Inspector
Subject: Rienzi Surety Bonds
Attachments: Rienzi surety bonds Feb 2019.pdf

The Resolution accepting the surety bonds was passed in October, 2018, however we just received the bonds from Mr. Rienzi this past month. Please find attached supporting documents along with the request from the Planning Board to ask the Town Board to accept them at the next Board meeting.

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

Town of Kent Planning Board
25 Sybil's Crossing
Tel: 845-225-7802

email: planningkent@townofkentny.gov
Kent, NY 10512
Fax: 845-306-5283

RESOLUTION # 3
Year 2019

Date: February 14, 2019
From: The Kent Planning Board
To: The Kent Town Board:
Maureen Fleming, Supervisor - w/Att
Bill Huestis, Deputy Supervisor
Paul Denbaum
Jaimie McGlasson
Chris Ruthven s
CC: W. Walters, Building Inspector - w/Att T. Harrison - w/Att.
L. Cappelli, Town Clerk - w/Att Finance Department - w/Att.
Re: **Accepting Rienzi Erosion Control and Highway Right of Way Bonds**
TM: 10.20-1-51

Resolved: On October 11, 2018 the Kent Planning Board reviewed material pertaining to the recommendation noted above and agreed that it was appropriate to forward it to the Town Board for their action.

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

Phil Tolmach, Chairman	<u>Aye</u>
Simon Carey	<u>Aye</u>
Giancarlo Gattucci	<u>Aye</u>
Dennis Lowes	<u>Aye</u>
Charles Sisto	<u>Aye</u>
Stephen Wilhelm	<u>Aye</u>

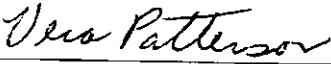
The motion carried.

The bond agreements were recently submitted to the Planning Board along with surety bonds.

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

I, Vera Patterson, Planning Board Secretary of the town of Kent, County of Putnam, State of New York, do hereby certify that the foregoing is a true excerpt from the minutes of a meeting of the Planning Board of the Town of Kent held on October 11, 2018.

Dated: February 14, 2019



Vera Patterson
Planning Board Secretary

**EROSION CONTROL BOND ESTIMATE
FOR IMPLEMENTATION OF THE
EROSION CONTROL PLAN
& HIGHWAY BOND ESTIMATE**

Paul Rlenzi
Kentview Drive
Town of Kent TM #10.20-1-51

October 5, 2018

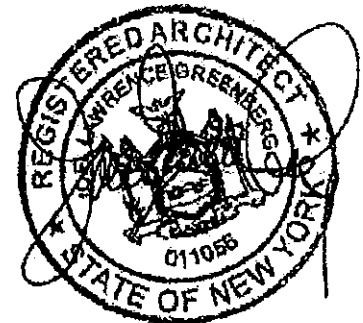
SECTION "A" EROSION CONTROL ON PROPERTY

<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>COST</u>
Silt Fence	200 lf	\$4.00/ lf	\$800.00
Seed & Mulch	14,000 sf	\$0.16/ sf	\$2,240.00
Construction Entrance	1 ea	\$750.00 / ea	\$750.00
Topsoil Stockpile	1 ea	\$500.00/ ea	\$500.00
Erosion Blanket	1500 sy	\$2.00/ sy	\$3,000.00
	TOTAL:		\$7,290.00

SECTION "B" HIGHWAY R.O.W.

<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>COST</u>
Silt Fence	15 lf	\$4.00/ lf	\$60.00
Seed & Mulch	1500 sf	\$0.16 / sf	\$240.00
Inlet Protection	3 ea	\$250.00 / ea	\$750.00
Erosion Blanket	166 sy	\$2.00 / sy	\$332.00
Catch Basin	3 ea	\$150.00 / ea	\$450.00
12" Diameter HPDE Pipe	100 lf	\$25.00 / lf	\$2,500.00
12" ADS End	3 ea	\$200.00 ea	\$600.00
Driveway Base	13 cy	\$45.00/ cy	\$585.00
Driveway Top	43 ton	\$67.00/ ton	\$2,881.00
	TOTAL:		\$8,398.00

* THE TOTAL ESTIMATED BOND FOR THE ABOVE MENTIONED PROJECT IS IN THE AMOUNT OF \$15,688.00



PERFORMANCE BOND FOR WORK IN THE TOWN OF KENT
HIGHWAY RIGHT OF WAY

Performance Bond given by **PAUL RIENZI**, having an address of 25 Peachbrook Lane, Brewster, New York 10509 ("Obligor") to the Town of Kent, a municipal corporation whose Town Hall is located at 25 Sybil's Crossing, Kent, New York, 10512 ("Obligee"), dated Feb 7, 2019.

KNOW ALL PEOPLE BY THESE PRESENTS that the Obligor is held and firmly bound unto the Obligee in the sum of **\$8,398.00** for the payment whereof to Obligee the said Obligor binds itself, its successors and assigns.

WHEREAS, Obligor is seeking one or more approvals from the Obligee for a land development activity, as that term is defined in Town of Kent Town Code Chapter 66 (the "Code"), on certain real property located in the Town of Kent, in connection with which erosion and sedimentation controls ("Controls") are required; and

WHEREAS, on January 10, 2019, the Kent Planning Board adopted a resolution of conditional approval of land development activity located at Kentview Drive, Town of Kent, County of Putnam and State of New York, Tax Map No. 10.20-1-51, ("Project Site") requiring the Controls; and

WHEREAS, in conjunction with such approval, the Obligor submitted plans and specifications ("Project Plans") for the land development activity, and in furtherance of the approvals of the Planning Board, as follows:

- A. A. Site Plan, SSTS Layout, Sheet S-1, and SSTS Details, Sheet S-2, prepared by Architectural Visions, PLLC, last revised January 9, 2019; and

WHEREAS, Obligor submitted to the Town Erosion and Sedimentation Control plans calling for work within the Highway Right of Way in the Town of Kent and forming a part of the Project Plans; and

WHEREAS, the amount of this bond is based upon a recommendation by the Engineer to the Town; and

WHEREAS, as condition to the issuance of approval of a land development activity, the Obligor, prior to construction, provides the Obligee with security of **\$8,398.00** which guarantees

satisfactory completion of the Controls, which security shall remain in full force and effect until the Obligor is released from liability by the Town;

NOW, THEREFORE, the condition of this performance obligation is such that, if the Obligor shall well and truly construct the aforesaid Controls in accordance with the Project Plans, and if said improvements are deemed complete by the Town of Kent, and if Obligor is released from liability by the Obligee as provided in Town Code Section 66-7(A)(2), then this obligation shall be null and void; otherwise, the obligation shall remain in full force and effect.

In furtherance of the above, the Obligor acknowledges that, pursuant to Town Code Section 66-7(A)(2), the security shall remain in full force and effect for a minimum period of two years from the date of final acceptance or such other certification that the work permitted by the steep slope and erosion control permit has been constructed and completed in accordance with the approved permit and the Project Plans.

The Obligor shall at all times provide the Obligee with such security as the Obligee shall deem sufficient. In furtherance of this covenant, the Obligor has obtained and hereby delivers to the Town of Kent the following security for faithful performance of this obligation:

Surety bond in the sum of **\$8,398.00**.

If the event the Controls are not constructed and completed according to the Project Plans within one year from the date of the approved permit, unless extended by the Planning Board pursuant to Town Code Section 66-6(K)(4), the Obligee shall have the right to withdraw the aforesaid security and complete the work with full use of said sums as the Obligee requires, or in the alternative at its exclusive option, Obligee shall have the right to apply the security to restore and render stable and environmentally sound the Project site.

The Obligor agrees to execute and/or endorse and deliver to the Town any documents required for the Town to call upon the security.

The Obligee and its agents, employees, engineers and/or planners are hereby expressly authorized to enter upon the property for the purpose of inspecting whether the Controls being performed in accordance with the approved Project Plans, and to complete the work in the event the Obligee fails to do so, or to restore the Project Site. This right of the Obligee shall run with the land.

In the event that Obligor interferes with the Obligee's exercise of its rights under this instrument, the Obligee shall be entitled to recover of Obligor the Obligee's attorneys' fees, other

consultant costs, and expenses resulting from or arising out of Obligor's interference. This right of the Obligee shall run with the land.

The obligations of Obligor in this performance bond may not be assigned or assumed by a third party without the prior written approval of the Town Board of the Town of Kent.

Dated: FEB 7, 2019


Paul Rienzi

STATE OF NEW YORK)
COUNTY OF Westchester) ss.: N White Plains

On the 7 day of February, 2019, before me, the undersigned, a notary public in and for said state, personally appeared Paul Rienzi personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


NOTARY PUBLIC

RAMON E CARRASQUILLO
NOTARY PUBLIC-STATE OF NEW YORK
No. 01CA6184261
Qualified in Westchester County
My Commission Expires 04-28-2020

U:\DOCS\11011\00070\MUNICIPAL\2408770.DOC

PERFORMANCE BOND FOR EROSION AND SEDIMENTATION CONTROL

Performance Bond given by PAUL RIENZI, having an address of 25 Peachbrook Lane, Brewster, New York 10509 ("Obligor") to the Town of Kent, a municipal corporation whose Town Hall is located at 25 Sybil's Crossing, Kent, New York, 10512 ("Obligee"), dated FEB. 7, 2019.

KNOW ALL PEOPLE BY THESE PRESENTS that the Obligor is held and firmly bound unto the Obligee in the sum of \$7,290.00 for the payment whereof to Obligee the said Obligor binds itself, its successors and assigns.

WHEREAS, Obligor is seeking one or more approvals from the Obligee for a land development activity, as that term is defined in Town of Kent Town Code Chapter 66 (the "Code"), on certain real property located in the Town of Kent, in connection with which erosion and sedimentation controls ("Controls") are required; and

WHEREAS, on January 10, 2019, the Kent Planning Board adopted a resolution of conditional approval of land development activity located at Kentview Drive, Town of Kent, County of Putnam and State of New York, Tax Map No. 10.20-1-51, ("Project Site") requiring the Controls; and

WHEREAS, in conjunction with such approval, the Obligor submitted plans and specifications ("Project Plans") for the land development activity, and in furtherance of the approvals of the Planning Board, as follows:

- A. Site Plan, SSTS Layout, Sheet S-1, and SSTS Details, Sheet S-2, prepared by Architectural Visions, PLLC, last revised January 9, 2019; and

WHEREAS, Obligor submitted to the Town Erosion and Sedimentation Control plans forming a part of the Project Plans; and

WHEREAS, the amount of this bond is based upon a recommendation by the Engineer to the Town; and

WHEREAS, as condition to the issuance of approval of a land development activity, the Obligor, prior to construction, provides the Obligee with security of \$7,290.00 which guarantees satisfactory completion of the Controls, which security shall remain in full force and effect until the Obligor is released from liability by the Town;

NOW, THEREFORE, the condition of this performance obligation is such that, if the Obligor shall well and truly construct the aforesaid Controls in accordance with the Project Plans, and if said improvements are deemed complete by the Town of Kent, and if Obligor is released from liability by the Obligee as provided in Town Code Section 66-7(A)(2), then this obligation shall be null and void; otherwise, the obligation shall remain in full force and effect.

In furtherance of the above, the Obligor acknowledges that, pursuant to Town Code Section 66-7(A)(2), the security shall remain in full force and effect for a minimum period of two years from the date of final acceptance or such other certification that the work permitted by the steep slope and erosion control permit has been constructed and completed in accordance with the approved permit and the Project Plans.

The Obligor shall at all times provide the Obligee with such security as the Obligee shall deem sufficient. In furtherance of this covenant, the Obligor has obtained and hereby delivers to the Town of Kent the following security for faithful performance of this obligation:

Surety bond in the sum of \$7,290.00.

If the event the Controls are not constructed and completed according to the Project Plans within one year from the date of the approved permit, unless extended by the Planning Board pursuant to Town Code Section 66-6(K)(4), the Obligee shall have the right to withdraw the aforesaid security and complete the work with full use of said sums as the Obligee requires, or in the alternative at its exclusive option, Obligee shall have the right to apply the security to restore and render stable and environmentally sound the Project Site.

The Obligor agrees to execute and/or endorse and deliver to the Town any documents required for the Town to call upon the security.

The Obligee and its agents, employees, engineers and/or planners are hereby expressly authorized to enter upon the property for the purpose of inspecting whether the Controls are being performed in accordance with the approved Project Plans, and to complete the work in the event the Obligee fails to do so, or to restore the Project Site. This right of the Obligee shall run with the land.

In the event that Obligor interferes with the Obligee's exercise of its rights under this instrument, the Obligee shall be entitled to recover of Obligor the Obligee's attorneys' fees, other consultant costs, and expenses resulting from or arising out of Obligor's interference. This right of the Obligee shall run with the land.

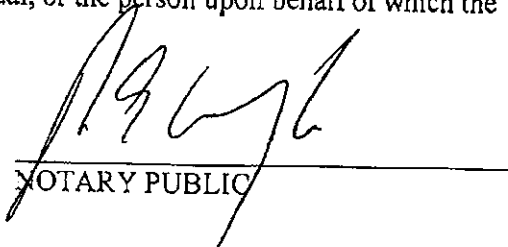
The obligations of Obligor in this performance bond may not be assigned or assumed by a third party without the prior written approval of the Town Board of the Town of Kent.

Dated: FEB. 7, 2019


Paul Rienzi

STATE OF NEW YORK)
COUNTY OF Westchester) ss.: N White Plains

On the 7 day of February, 2019, before me, the undersigned, a notary public in and for said state, personally appeared Paul Rienzi personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


NOTARY PUBLIC

RAMON E CARRASQUILLO
NOTARY PUBLIC-STATE OF NEW YORK
No. 01CA6184261
Qualified in Westchester County
My Commission Expires 04-28-2020

U:\DOCS\11011\00070\MUNICIPAL\2408758.DOC

RESOLUTION
TOWN BOARD OF THE TOWN OF KENT

Motion by Councilperson _____

Second by Councilperson _____

The following proposed local law, to be known as Local Law No. __ of 2019, entitled A LOCAL LAW OF THE TOWN OF KENT, PUTNAM COUNTY, NEW YORK TO AMEND CHAPTER 77 "ZONING" OF THE TOWN CODE OF THE TOWN OF KENT TO AMEND THE ALLOWABLE USES IN THE R-80 DISTRICT' is hereby introduced.

WHEREAS, the Town Board of the Town of Kent has received a communication from the Town Planning Board in regard to amending the language of the R-80 District to allow Nursing Homes, Convalescent Homes, and Alternative Care Housing as permitted uses in that district subject to site plan review and approval; and

WHEREAS, according to said communication the failure to include Nursing Homes, Convalescent Homes, and Alternative Care Housing as permitted uses in the R-80 District was an oversight during the adoption of the new town zoning law in November 2008; and

WHEREAS, the lack of action to amend the regulations to allow Nursing Homes, Convalescent Homes, and Alternative Care Housing would impede a proposed expansion and rehabilitation of the Putnam Nursing Home located on Luddingtonville Road; and

WHEREAS, the Town Board has determined that the proposed amendment must be referred to the Putnam County Department of Planning; and

WHEREAS, because the recommendation in support of the amendment was at the initiative of the Town Planning Board a referral of the proposed amendment to the Planning Board pursuant to §77-63 of the Zoning Law is hereby waived;

NOW THEREFORE BE IT RESOLVED, the Town Board hereby sets a public hearing on the proposed amendment to Article III of Chapter 77 of the Town of Kent Code for _____, 2019, at 7:00PM, or as soon thereafter as the matter may come to be heard, in the Town Hall, Town of Kent, 25 Sybil's Crossing, Kent Lakes, New York; and

BE IT FURTHER RESOLVED, The Town Board hereby states that because only the Town Board can consider and adopt changes to the Town Code that it is the only involved agency, and the Board hereby declares that it is the Lead Agency for purposes of coordinating the environmental review of this matter pursuant to Article 8 of the Environmental Conservation Law; and

BE IT FURTHER RESOLVED, The Town Board refers this matter to the Putnam County Department of Planning and Economic Development for a recommendation pursuant to GML 239-m; and
BE IT FURTHER RESOLVED, The Town Board directs the Town Clerk to notify the Town Clerks of each of the surrounding towns of the date, the time, and the purpose of the public hearing pursuant to GML 239-nn.

BE IT ENACTED by the Town Board of the Town of Kent:

Article III of Chapter 77 of the Town of Kent Code shall be amended as follows:

ARTICLE III. R-80 Residential District

§ 77-7. Purpose and Permitted Uses.

This district is intended to conserve the more rural land areas within the Town by promoting a balance of open space and low-density, single-family residential uses consistent with natural resource constraints, the conservation of open space areas, and other compatible land use opportunities. In an R-80 Residential District, no building or premises shall be used and no building shall hereafter be erected, altered or added to unless otherwise provided in this chapter, except for one or more of the following uses:

A. Principal permitted uses. (*) indicates a use that is also subject to Planning Board site plan approval pursuant to § 77-60 of this chapter.

- (1) One-family dwellings, not to exceed one dwelling on a single lot.
- (2) (*) Public parks, playgrounds and recreational areas; firehouses, police stations and other public buildings and uses.
- (3) (*) Cemeteries for the interment of human remains; no crematorium.
- (4) (*) Regularly organized elementary or high schools having a curriculum approved by the Board of Regents of the State of New York, and subject to the following:
 - (a) The minimum lot size shall be five acres.
 - (b) No building, parking or loading area, or part thereof, shall be located within 100 feet of any street line nor within 50 feet of any property line.
- (5) (*) Places of religious worship, including part-time religious schools, provided that no building or part thereof and no parking or loading area shall be located within 75 feet of any street line nor within 50 feet of any property line; and parish houses, parsonages and rectories which shall comply with the requirements set forth herein for one-family dwellings.
- (6) (*) Nursing home, convalescent home, and alternative care housing provided:
 - a) The minimum lot shall be five acres
 - b) No building or part thereof or any parking or loading area shall be located within 100 feet of any street or lot line.
 - c) The lot shall be have frontage on a county or state road, and such county or state road frontage shall serve as the primary point of ingress and egress to the facility.
- (7) (*) Nursery schools, family day-care home, or day-care centers subject to § 77-44.5 of this chapter.

(8)(*) Public utility structures and rights-of-way, but excluding utility offices, garages, storage yards, and communication facilities.

(9) Agricultural uses as defined in New York State Agriculture and Markets Law, provided that no building in which farm animals are kept and no storage of manure shall be located nearer than 100 feet to any street line or property line, and provided further that the keeping of horses and livestock shall be permitted only on lots having an area of two acres plus one acre for each such animal in excess of one. In addition, no greenhouse heating plant shall be located nearer than 50 feet to any street line or property line. One farm stand exclusively for the sale of agricultural products grown on the premises is permitted.

*Town of Kent, NY
Thursday, January 17, 2019*

Chapter 77. Zoning

Article III. R-80 Residential District

§ 77-7. Purpose and permitted uses.

This district is intended to conserve the more rural land areas within the Town by promoting a balance of open space and low-density, single-family residential uses consistent with natural resource constraints, the conservation of open space areas, and other compatible land use opportunities. In an R-80 Residential District, no building or premises shall be used and no building shall hereafter be erected, altered or added to unless otherwise provided in this chapter, except for one or more of the following uses:

A. Principal permitted uses. (*) indicates a use that is also subject to Planning Board site plan approval pursuant to § 77-60 of this chapter.

- (1) One-family dwellings, not to exceed one dwelling on a single lot.
- (2) (*) Public parks, playgrounds and recreational areas; firehouses, police stations and other public buildings and uses.
- (3) (*) Cemeteries for the interment of human remains; no crematorium.
- (4) (*) Regularly organized elementary or high schools having a curriculum approved by the Board of Regents of the State of New York, and subject to the following:
 - (a) The minimum lot size shall be five acres.
 - (b) No building, parking or loading area, or part thereof, shall be located within 100 feet of any street line nor within 50 feet of any property line.
- (5) (*) Places of religious worship, including part-time religious schools, provided that no building or part thereof and no parking or loading area shall be located within 75 feet of any street line nor within 50 feet of any property line; and parish houses, parsonages and rectories which shall comply with the requirements set forth herein for one-family dwellings.
- (6) (*) Nursery schools, family day-care home, or day-care centers subject to § 77-44.5 of this chapter.
- (7) (*) Public utility structures and rights-of-way, but excluding utility offices, garages, storage yards, and communication facilities.
- (8) Agricultural uses as defined in New York State Agriculture and Markets Law, provided that no building in which farm animals are kept and no storage of manure

shall be located nearer than 100 feet to any street line or property line, and provided further that the keeping of horses and livestock shall be permitted only on lots having an area of two acres plus one acre for each such animal in excess of one. In addition, no greenhouse heating plant shall be located nearer than 50 feet to any street line or property line. One farm stand exclusively for the sale of agricultural products grown on the premises is permitted.

B. Permitted accessory uses. (*) indicates a use that is also subject to Planning Board site plan approval pursuant to § 77-60 of this chapter.

- (1) (*) Off-street parking and loading in accordance with the provisions of Article XI of this chapter.
- (2) (*) Streets, roads, driveways, utilities, and infrastructure subject to § 77-6D.
- (3) Home occupations in accordance with the provisions of § 77-41 of this chapter.
- (4) Artist studio, subject to special use permit approval by the Zoning Board of Appeals pursuant to § 77-44.6 of this chapter.
- (5) Private swimming pools and tennis and deck tennis facilities in accordance with the provisions of § 77-42 of this chapter.
- (6) (*) Signs in accordance with the provisions of Article X of this chapter.
- (7) Satellite antennas which receive and/or transmit, are less than one meter in maximum diameter, and which do not produce or contribute to the production of emission levels exceeding the emission standards adopted, from time to time, by the FCC, based on the maximum equipment output.
- (8) Other customary accessory uses and buildings, provided that such uses shall not include any activity conducted as a business.

C. Special uses permitted subject to the approval by the Planning Board in accordance with the provisions of § 77-59 of this chapter. (*) indicates a use that is also subject to Planning Board site plan approval pursuant to § 77-60 of this chapter.

- (1) (*) Golf courses and country clubs, exclusive of clubs whose activities include the maintenance, storage or takeoff or landing of aircraft, subject to the following requirements:
 - (a) The minimum lot area shall be 50 acres.
 - (b) No building, or parking or loading area, or part thereof, shall be located within 150 feet of any street or lot line.
- (2) (*) Private membership clubs, operated by nonprofit membership corporations, exclusively for members and their guests, including ice-skating, swimming, tennis, squash or other similar clubs, subject to the following requirements:
 - (a) The minimum lot area shall be five acres.
 - (b) No building, or parking or loading area, or part thereof, shall be located within 150 feet of any street or lot line.

- (3) (*) Institutions of higher learning, including colleges and universities, seminaries, convents, technical schools and the like, including accompanying service and administrative buildings and recreation facilities, subject to the following requirements:
 - (a) The minimum lot area shall be 100 acres.
 - (b) No building, or parking or loading area, or part thereof, shall be located within 150 feet of any street or lot line.
- (4) (*) Hospitals authorized by the Department of Health of the State of New York, excluding hospitals with facilities for correctional purposes, subject to the following requirements:
 - (a) The minimum lot area shall be five acres.
 - (b) No building, or parking or loading area, or part thereof, shall be located within 150 feet of any street or lot line.
- (5) (*) Eleemosynary institutions (other than correctional institutions, drug rehabilitation centers or institutions for the insane, but excluding administrative headquarters or branch office buildings thereof), subject to the following requirements:
 - (a) The minimum lot area shall be five acres.
 - (b) No building, or parking or loading area, or part thereof, shall be located within 150 feet of any street or lot line.
- (6) (*) Commercial recreation uses, day camps, vacation campgrounds, seasonal camps, and horseback riding establishments, including stables, maintenance and service buildings and other accessory structures and uses incidental to the outdoor recreation area, subject to the following requirements:
 - (a) The minimum lot size shall be five acres.
 - (b) No building, or parking or loading area, or part thereof, shall be located within 150 feet of any street or lot line.
- (7) (*) Communication facilities subject to the following requirements:
 - (a) The minimum lot area for a communication facility involving a communication tower shall be based upon the compliance with the required minimum yard areas as set forth below, but in no case shall the minimum lot area be less than two acres.
 - (b) The maximum height of any communication tower shall not exceed 100 feet.
 - (c) No other principal use shall be permitted on a lot containing a communication tower.
 - (d) For the purposes of calculating maximum lot coverage, coverage by a communication tower shall include the outer rectangular area drawn about the perimeter of the tower's base and any anchoring (such as guy wires).
 - (e)

For a communication tower with a height of 80 feet or less, no part thereof shall be located within a distance equal to the height of the communication tower, plus the minimum yard area requirements set forth below, of any street or lot line.

- (f) For a communication tower with a height in excess of 80 feet, no part thereof shall be located with a distance equal to twice the height of the communication tower of any street or lot line.
- (g) All permitted accessory structures, buildings, and ground equipment associated with a communication tower shall be completely enclosed and shall conform with the minimum yard requirements set forth below.
- (h) All communication facilities shall be subject to the additional supplementary use requirements and standards set forth in Article XII, § 77-44.1 of this chapter.

D. Special uses permitted subject to the approval by the Zoning Board of Appeals.

- (1) Accessory apartment subject to § 77-70 of this chapter.

**BID OPENING
FEBRUARY 22, 2019
12:00 P.M.**

KENWORTH DUMP TRUCK, FRIEGHTLINER 10 WHEELER DUMP, KENWORTH TRACTOR

Present: Councilman Huestis, Councilwoman McGlasson, Municipal Repairs Service Manager Mancuso,
Deputy Town Clerk Louderback

1. J&J Truck Sales
11453 U.S. Hwy 29 Chatham, VA 24531
\$69,500 for 2014 Frieghtliner
No non collusion submitted



2014 FREIGHTLINER BUSINESS CLASS M2 106 For Sale In Chatham, Virginia



For Sale Price: \$69,500

Contact Information

J&J TRUCK SALES

📍 Chatham, Virginia 24531

Phone: (434) 724-9070

Contact: TRUCK SALES

Description

Tandem, 13.5' Warren Steel Dump w/42" Sides, ISL Cummins 300 HP, 8LL, Exhaust Brake, 4.63 Ratio, Hendrickson Walking Beam, 12K FA, 40K RA, Pintle Hitch w/Air and 7 Prong Pole, DEF, Electric Tarp, Air Tailgate, 174" WB, 200" Bridge, P/S, A/C, AM/FM, Dual High Back Seats, Cruise, Diff Lock, Wheel Lock, 50 Gallon Aluminum Fuel Tank, 11R22.5 Tires on Steel Wheels, County Owned

Specifications

Quantity	1	Stock Number	FT2739
Year	2014	Manufacturer	FREIGHTLINER
Model	BUSINESS CLASS M2 106	Condition	Used
A/C	Yes	Number of Rear Axles	Tandem
Color	White	Composition	Steel
Differential Lock	Yes	Drive Side	Left Hand Drive
Engine Manufacturer	Cummins	Engine Type	ISL
Front Axle Weight	12,000 lb	Fuel Type	Diesel
Horsepower	300	Length	13 ft 6 in
Mileage	114,512 mi	Number of Speeds	8LL
Ratio	4.63	Rear Axle Weight	40,000 lb
Suspension	Walking Beam	Tires	11R22.5
Transmission	Manual	Wheelbase	174 in
Wheels	All Steel		

Tamara Harrison

From: Rich Othmer
Sent: Tuesday, February 26, 2019 11:06 AM
To: Nancy Tagliafierro; Jamie Spillane; Tamara Harrison; Accountant; Highway Kent
Subject: FW: Jim Liebler

Good Morning All;

Attached please find the 3 quotes for the "Labor Only" portion of the material bin roof construction that is to be funded in the Capital Improvement procurement. Since it is under \$35,000.00 I do not have to go out to advertised bid as I understand it. Nancy & Jaime; I ask that you verify this for me & let me know. I will be purchasing the lumber & all other material & associated costs for the project since I can do this & not have to pay taxes under the Town's exemption & save us more money & put us in control of costs.

I would like to award the bid to Jim Liebler, the lowest bidder & also a Kent resident. I love it when we can award work to our local business's & residents.

Tamara, would you please add this to March 5th's agenda along with my other stuff.

Nancy, could you give me a quick call on my cell today.

Thanks;

Richie O

From: Sanitation
Sent: Tuesday, February 26, 2019 10:49 AM
To: Rich Othmer
Subject: Jim Liebler



20190226104255....

Katie Hunt

Sanitation Clerk : (845) 225-7030
Municipal Repairs Clerk : (845) 225-6612
Fax: (845) 225-9464

Town Of Kent
62 Ludington Court
Kent Lakes, NY 10512

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

FEBRUARY 24, 2019

**TOWN OF KENT HIGHWAY DEPARTMENT
62 LUDINGTONVILLE ROAD
KENT LAKE, NY 10512**

**RE: CONSTRUCTION OF WOOD ROOF STRUCTURE OVER
EXISTING AND NEW MATERIAL BINS**

- 1. TO BUILD ROOF STRUCTURE AS PER PLANS WITH
WALLS IN BETWEEN BINS TO STABILIZE STRUCTURE
NOT SHOWN ON PLANS**
- 2. WRAP FACIA AND RAKE BOARD WITH ROUGH SAWN
PINE (NO SOFFITS)**
- 3. SIDING TO BE T-1 1 1 INSTALLED**
- 4. ROOF TO BE LIFETIME ASPHALT SHINGLES SUPPLIED
BY TOWN OF KENT.**

LABOR ONLY - \$28,500.00

**LIFTS AND/OR BUCKET TRUCK TO LIFT LVL SUPPLIED BY THE
TOWN OF KENT.**

**JIM LIEBLER IS FULLY LICENSED AND INSURED IN PUTNAM
COUNTY**

SHORELINE CUSTOM BUILDERS, INC.

FEBRUARY 1, 2019

**TOWN OF KENT HIGHWAY
62 LUDINGTONVILLE ROAD
KENT LAKES, NY 10512**

MATERIAL BIN ROOF

- 1. BUILD ROOF STRUCTURE OVER MATERIAL BINS
25x95**
- 2. SIDING TO BE T-111 OVER 7/16 PLYWOOD**
- 3. INSTALL SHINGLES SUPPLIED BY TOWN.**

LABOR ONLY - \$31,800.

LULL - \$4,200.

\$36,000.00

**60 Crossroad Ct., Stormville, NY 12582
Phone 845-225-2336
Cell 845-721-6475
shorelinebuilders2012@gmail.com**

PROPOSAL

LAND CONSTRUCTION CORP.
12 MacArthur Drive
Carmel, NY 10512
(845) 216-1878

PROPOSAL NO.

SHEET NO.

DATE

1/10/19

PROPOSAL SUBMITTED TO:

NAME

ADDRESS

PHONE NO.

Town of Kent Hwy Dept
62 Ludingtonville Rd
Kent Lake, NY 10512

WORK TO BE PERFORMED AT:

ADDRESS

DATE OF PLANS

ARCHITECT

We hereby propose to furnish the materials and perform the labor necessary for the completion of

Storage Bin Roof

We will erect roof structure over material bins as per plans. All materials supplied by Town of Kent

Labor only - \$30,600.

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of

Dollars (\$)

with payments to be made as follows.

Respectfully submitted

Edgar Landwehr

Per

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Note—This proposal may be withdrawn by us if not accepted within ____ days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature

Date

Signature

2019 AGREEMENT REGARDING
THE EXPENDITURE OF HIGHWAY FUNDS

Agreement between the Highway Superintendent of the Town of Kent, Putnam County, New York and the Town Board of the Town of Kent for the expenditure of Highway Funds pursuant to the provisions of Section 284 of the Highway Law. The Town Board of the Town of Kent and the Kent Highway Superintendent agree that moneys levied and collected in the Town for the repairs and improvement of highways, and received from the State for State Aid for the repairs and improvement of highways, shall be expended as follows:

1. General repairs: As set forth on the attached, the sum of \$177,000 shall be set aside to be expended for primary work and general repairs upon 208 miles of town highways, including sluices, culverts, and bridges having a span of less than five feet and boardwalks or the renewals thereof.
2. Permanent Improvements: As set forth on the attached, the sum of \$ 1.5 million shall be set aside to be expended on the Permanent Improvements of town highways as in Schedule A annexed hereto and made a part hereof:

This Contract is executed in two (2) counterpart originals, each of which shall constitute an original and all of which, when taken together, shall constitute one (1) agreement.

The parties have executed this Contract on this 5 day of March, 2019

Maureen Fleming
SUPERVISOR

Richard Othmer
HIGHWAY SUPERINTENDENT

William Huestis
COUNCILMAN

Paul Denbaum
COUNCILMAN

Jaime McGlasson
COUNCILWOMAN

Christopher Ruthven
COUNCILMAN

Tamara Harrison

From: Stephen Blumert <sblumert@BLHNY.com>
Sent: Wednesday, February 20, 2019 10:26 AM
To: Maureen Fleming; Tamara Harrison; Nancy Tagliafierro; Jamie Spillane; Lana Cappelli
Cc: Rich Othmer; Carey, Alice; Nancy Hoffman
Subject: Land Dedication
Attachments: LandDedication.pdf; 2104_ Revised 2-15-19 Sheet 1.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Good Morning, I represent Nancy Hoffman who is the owner of two parcels of vacant land in the Town of Kent on Farmers Mill Road, Section 11.16, Block 1 Lots 25 and 26. My client has entered into an agreement with the New York City Department of Environmental Protection to donate the lots as part of the DEP watershed program. It is a condition of the agreement that there be no improvements on the property. At the edge of one of the lots fronting Church Hill Road there is a spring house dating back to the time of the first settlements in the area. Rather than destroy the structure my client would like to dedicate a strip of lot 25 running along Church Hill Road to the Town. I have attached a copy of a recent survey which highlights the strip to be dedicated. I also contacted Richard Othmer of the Town's Highway Department and have attached a copy of his letter indicating that the dedication of the strip would be useful for Town purposes. Please let me know what the next steps would be in the process of completing the dedication. Thank you.

Stephen J. Blumert, Esq.
 Beldock Levine & Hoffman LLP
 99 Park Avenue, 26th/PH
 New York, NY 10016
 (212) 277-5837(voice)
 (212) 277-5880 (fax)



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
E-mail: rothmer@townofkentny.gov

MEMORANDUM

Date: February 20, 2019

To: Stephen J. Blumert, Esq.
Beldock Levine & Hoffman LLP

From: Richard T. Othmer Jr, Highway Superintendent

Subject: Dedication of Land to the Town of Kent

Thank you for the interest in dedicating a strip of land on Church Hill Road to the Town of Kent.

The Kent Highway Department would benefit from this transfer in that the strip of land is at a key point in the road that requires maintenance. Having the Town own this property would enhance the Highway's ability to maintain the culvert and stream along Church Hill Road.

The Town Board and Town Attorney would have to approve the transfer and their contact information is listed below.

Maureen Fleming, Town Supervisor
Town of Kent
25 Sybil's Crossing
Kent Lakes, NY 10512
(845) 225-3943
mfleming@townofkentny.gov

Nancy Tagliafierro, Town Counsel
Hogan & Rossi Attorneys at Law
Three Starr Ridge Road – Suite 200
Brewster, NY 10509
(845) 279-2986
ntag@hoganandrossi.com

Please do not hesitate to contact me with any questions.

Respectfully,

Richard T. Othmer Jr.



Lake Carmel Fire Department

851 Route 52

Carmel, NY 10512

Phone: (845) 225-3730 – Fax: (845) 225-0460



Chief

T.J. Donohue

1st Asst. Chief

Justyn Lewis

2nd Asst. Chief

Ken Launzinger

President

William Walters

Vice President

Ed Schaeffler Jr.

Feb.13, 2019

To Supervisor Fleming and members of the Kent Town Board,

The Lake Carmel Fire Department would like Town Board approval to add the following applicants to the roster of the Department.

Anthony Nistico of

Bridget Donelan of

James Shannon

Rachel Wahlers of

Brent Ehlberg

All applicants have passed their criminal background checks.

Respectfully submitted,

T.J. Donohue

Chief L.C.F.D

teei7@verizon.net

(914)488-7928

Tamara Harrison

From: Lcpd Clerk
Sent: Monday, February 25, 2019 11:51 AM
To: Bill Huestis; Jaime McGlasson; Maureen Fleming; Paul Denbaum; Chris Ruthven
Cc: Tamara Harrison
Subject: Lifeguard Supervisor Position and Advertise for Seasonal Positions
Attachments: A.McKinley_page1.pdf; A.McKinley_page2.pdf

Attached please find an application from Andrea McKinley. I would like to request that Andrea be placed on the next agenda for approval to return as the Lifeguard Supervisor for the 2019 season.

I am also requesting permission for the town clerk to advertise for Certified Waterfront Lifeguards, Head Lifeguard, Waterfront Safety Instructor (WSI) and Lake Carmel Seasonal Park District Maintenance Workers.

Thank you.



Heidi Link
Town of Kent, NY

Lake Carmel Park District Clerk

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

Town of Kent
Food Truck Permit Fee Schedule

Full Year permit (April 1 through March 31)	\$200.00
Half Year Permit (April 1 through September 30/ October 1 through March 31)	\$100.00
Single Day Permit	\$20.00
Veterans	No Charge *

* The Veteran must present a DD214 when applying for the permit and must be both the owner and the operator of the food truck to qualify for the permit at no charge.

Fireworks Extravaganza

Federal ATF Licensed Fireworks Importer License #8-NJ-00310
 US DOT Hazardous Materials Carrier DOT#2064141
 MD Explosive Dealer License #W-016
 NY State Dealer/Manufacturer License #D-5741
 NJ Permit to Use Explosives License #003309
 NYC Fireworks Contractor — Certificate of Fitness #E11917

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 121 GERTRUDE AVE • PARAMUS, NJ 07652



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 Competition first place.

www.fwextravaganza.com

CONTRACT

This contract and agreement entered into this ____ day of _____ 2019,
 by and between **FIREWORKS EXTRAVAGANZA** a New York Corporation located at **121 Gertrude Ave, Paramus, NJ 07652**.

And

Maureen Fleming representing the **Town of Kent** whose address is **25 Sybil's Crossing, Kent Lakes, NY 10512** hereinafter referred to as the **SPONSOR**.

WHEREAS, the parties have entered into an oral agreement relating to the sale and/or display of fireworks which they desire to have set forth in writing:

NOW, THEREFORE, the parties agree as follows:

1. That **FIREWORKS EXTRAVAGANZA** intends to sell and/or display fireworks only to appropriately authorized individuals.
2. The **SPONSOR** agrees to pay a display price **ELEVEN THOUSAND DOLLARS (\$11,000.00)** for the display agreed upon which will be exhibited by **FIREWORKS EXTRAVAGANZA** on **June 29th, 2019** at **East Lakeshore Drive, Carmel, NY 10512**.
3. Upon acceptance of this agreement, **SPONSOR** agrees to pay a sum of 50% of the total cost of the display in the amount of **FIVE THOUSAND FIVE HUNDRED DOLLARS (\$5,500.00)** with the balance of **FIVE THOUSAND FIVE HUNDRED DOLLARS (\$5,500.00)** due within ten (10) days after the display date agreed upon herein. Late payments will be subject to a finance charge.
4. **SPONSOR** agrees to maintain a secure site which meets NFPA 1123, 2010 distance requirements (70' per inch of shell diameter), as defined by **FIREWORKS EXTRAVAGANZA** and **SPONSOR'S** local Fire Authority and to provide proper police/crowd security personnel to insure adequate patrol of this site as marked and secured by the **SPONSOR** until **FIREWORKS EXTRAVAGANZA** advises that the security is no longer necessary. **SPONSOR** also agrees to furnish proper parking supervision.
5. **FIREWORKS EXTRAVAGANZA** reserves the right to terminate the display being exhibited by **FIREWORKS EXTRAVAGANZA** in the event persons, vehicles or animals enter the secured safety zone and security is unable or unwilling to remove them and enforce the safety regulations.
- 6a. **SPONSOR** will have the display site approved and permit application signed by the local Fire Authority having jurisdiction. In addition, **SPONSOR** will have available at the display site Fire and/or other local Emergency Response Personnel as required by county and/or state authority.

6b. **SPONSOR** will be responsible for all costs incurred to have the display site and permit application signed and approved by the local authoritative body, policing agencies and emergency response personnel that are required by the local authority having jurisdiction.

7a. In the event of inclement weather, the display will be rescheduled to **June 30th, 2019**. There will be a postponement fee of Fifteen percent (15%) of the total contract price if the display has left the warehouse. If the **SPONSOR** notified **FIREWORKS EXTRAVAGANZA** of postponement prior to display leaving warehouse the postponement fee will be Five percent (5%) of the total contract price but no less than **TWO HUNDRED AND FIFTY DOLLARS (\$250.00)**. In the event of a cancellation of the display, there will be a cancellation fee of Twenty-five percent (25%) of the total contract price.

7b. In the event of excessive safety risks and factors, extraordinary circumstances or inclement weather which may cause the start of the display to be altered from the agreed upon time, every effort will be made by **FIREWORKS EXTRAVAGANZA** to perform the display at the **SPONSOR'S** request. Once the display has been setup and the fireworks loaded, only **FIREWORKS EXTRAVAGANZA** and/or the Authority Having Jurisdiction shall have the right to advance or delay the start of the display, or cancel it if it is deemed necessary. Demands for cancellation by the **SPONSOR** once the display is ready for firing will result in 100% of the contract amount invoiced.

8. **FIREWORKS EXTRAVAGANZA**, upon acceptance of this contract in writing by both parties, agrees to fulfill the contract in a safe, professional, and workmanlike manner and further to provide liability insurance coverage in the amount of **FIVE MILLION DOLLARS (\$5,000,000.00)**. Those entities/individuals listed on the certificate of insurance shall be deemed an additional insured per this contract.

9. **FIREWORKS EXTRAVAGANZA** reserves the right to substitute shells or other pyrotechnic devices with like items of equal or greater value in the event substitution is required.

10. **FIREWORKS EXTRAVAGANZA** shall be responsible for all labor to dig mortar holes, set up display pieces and finale racks and to dismantle, clean up and collect debris, including unfired pyrotechnic devices if any, caused by the display the evening of the display. **SPONSOR** will be responsible for a thorough search for post display debris, including unfired pyrotechnic devices, if any, and policing of area at first light following exhibition.

11. Except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of the town, **FIREWORKS EXTRAVAGANZA** shall indemnify and hold harmless The Town, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees and disbursements, and/or loss arising directly out of the acts of omissions hereunder by **FIREWORKS EXTRAVAGANZA**, its employees or third parties under the direction of control of the Contractor. **FIREWORKS EXTRAVAGANZA** will restore any property damage by the fireworks display to the satisfaction of the Town.

IN WITNESS, WHEREOF, we set our hands and seals to this agreement in duplicate the day and year first above written.

Town of Kent
Maureen Fleming, Town Supervisor

Fireworks Extravaganza
John Sagaria, President

Fireworks Extravaganza

Federal ATF Licensed Fireworks Importer License #8-NJ-00310
US DOT Hazardous Materials Carrier DOT#2064141
MD Explosive Dealer License #W-016
NY State Dealer/Manufacturer License #D-5741
NJ Permit to Use Explosives License #003309
NYC Fireworks Contractor — Certificate of Fitness #82096355

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174 ROUTE 17 NORTH, ROCHELLE PARK NJ 07662



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Good day,

Please note that Fireworks Extravaganza is at a new location and the **address has changed from 174 Route 17th North, Rochelle park NJ 07662** to the address below.

Please note all other contact information such as emails and phone numbers remain the same.

NEW ADDRESS

**J&J Computing, Inc.
Fireworks Extravaganza
121 Gertrude Ave
Paramus, NJ 07652**

Please feel free to contact me with any questions.

Thank you!
Bryna

Bryna Stankiewicz
Fireworks Extravaganza
800-765-BANG x 770
845-239-7765 Cell
206-202-1544 fax

[2017 Liuyang Champions](#)
[FE on Facebook](#)

Fireworks Extravaganza

Federal ATF Licensed Fireworks Importer License #8-NJ-00310
US DOT Hazardous Materials Carrier DOT#2064141
MD Explosive Dealer License #W-016
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REQUIRED INSURANCE INFORMATION

PLEASE PROVIDE THE FOLLOWING INFORMATION IN ADDITION TO A SITE PLAN FOR THE LOCATION YOU HAVE LISTED BELOW.

SPONSOR / ORGANIZATION

Contact Person

Address

City

State

Zip

Others to be Insured

(i.e. Property Owner)

Date of Display

Time of Display:

Rain Date:

Location of Display

Address

City

State

Zip

Estimated Attendance

Fire Equipment on Site

Yes

No

Will Ambulance be on site?

Yes

No

**Name of Responding
Fire Company**

Distance to Nearest

Building:

Vehicle:

Spectator:

Sponsor Contact

Title

Telephone Numbers

Work

Home

Fax

E-mail Address:

Cell Phone:

Signature

Date:

**PLEASE RETURN THIS FORM WITH DEPOSIT
AND BOTH SIGNED CONTRACTS**

Contract # 2018319

**Agreement
between
COUNTY OF PUTNAM
and
TOWN OF KENT**

THIS AGREEMENT, made by and between **COUNTY OF PUTNAM**, a municipal corporation of the State of New York, having an office and place of business at 40 Gleneida Avenue, Carmel, New York 10512, by and through its Office for Senior Resources (hereinafter referred to as the "COUNTY") and **TOWN OF KENT**, a municipal subdivision located at 25 Sybil's Crossing, Kent Lakes, New York 10512 (hereinafter referred to as the "TOWN").

WHEREAS, the TOWN is a municipal subdivision in the County of Putnam, with more than 2,000 residents over the age of 60 years; and

WHEREAS, the parties herein recognize a need for linkage to County and other governmental agencies for residents of the TOWN who are over the age of 60 years; and

WHEREAS, the TOWN agrees that an Outreach Worker provided by the COUNTY to the TOWN in order that such linkage be provided to residents of the TOWN who are over the age of 60 years, as more fully described herein, is in the best interests of the TOWN.

NOW, THEREFORE, in consideration of the terms and conditions herein contained, the parties agree as follows:

FIRST: The TOWN agrees to pay the sum of TWO THOUSAND FIVE HUNDRED (\$2,500.00) DOLLARS to the COUNTY for the services of an Outreach Worker, to be furnished by the COUNTY and agreeable to the TOWN, in accordance with the terms and conditions set forth herein.

SECOND: The COUNTY agrees to provide an Outreach Worker to the TOWN, upon the terms and conditions set forth herein:

Duties:

- a) The Outreach Worker shall actively seek out and assist persons residing in the TOWN's geographical area who are over the age of 60 years and have health and/or financial problems and/or are in need of governmental assistance; and
- b) The Outreach Worker shall provide such persons with the guidance and assistance necessary to contact and/or make application for/to obtain services from the proper governmental agencies and other available resources.

Hours:

- a) The Outreach Worker shall be available to guide and assist such persons at a designated area provided by the Office for Senior Resources and provide office hours and home visits, on demand and as deemed necessary to carry out the foregoing services, for a minimum of 12.5 hours per week.

THIRD: The TOWN agrees that it will at all times faithfully, industriously and to the best of its ability, perform all of the duties that may be required of and from it pursuant to express and implicit terms hereof, to the reasonable satisfaction of the COUNTY.

FOURTH: The term of this Agreement will commence January 1, 2019 and will terminate on December 31, 2019, unless otherwise terminated in accordance with paragraphs "SEVENTH" or "EIGHTH" hereof.

FIFTH: As also provided in Paragraph "FIRST" herein, for the services rendered by the Outreach Worker according to Paragraph "SECOND", the TOWN shall submit full

payment in the amount of \$2,500.00 to the COUNTY on or before December 31, 2019. It is understood and agreed that any reduction in payment to the COUNTY by the TOWN may result in reduced hours (including benefits) of the Outreach Worker.

The COUNTY shall be responsible for the payment of the Outreach Worker's salary and benefits, including training expenses and other related costs, over and above the sums payable to the COUNTY by the TOWN under this Agreement. Additionally, to the extent the Outreach Worker is required to use his/her personal vehicle in the performance of his/her duties under the terms of this Agreement, the COUNTY shall reimburse the Outreach Worker for such expenses at the current Internal Revenue Service approved mileage rate.

Any and all requests for payment to be made will be submitted on properly executed claim forms (or invoices) of the COUNTY and paid only after approval by the Director of the Office for Senior Resources or his/her duly authorized representative.

Prior to the making of any payments hereunder, the COUNTY may, at its option, audit all files and disbursement records of the TOWN as are reasonably pertinent to this Agreement to substantiate the basis for payment, including but not limited to the TOWN'S records of its financial transactions with the COUNTY. The TOWN'S files and records shall be kept in accordance with sound accounting practices and each transaction shall be fully documented. Should the COUNTY request such files and records, the TOWN shall provide the files and records to the County Auditor or his/her authorized representative, as well as to the County Commissioner of Finance, or his/her duly authorized representative, within ten (10) business days of the COUNTY'S request.

SIXTH: The work to be performed pursuant to the terms of this Agreement will commence promptly upon assignment by the Director of the Office for Senior Resources or his/her duly authorized representative and will be conducted in the best interest of the COUNTY.

SEVENTH: It is understood and agreed by and between the parties hereto that payment by the TOWN under the terms of this Agreement is a material element of this Agreement. Any failure to provide said payment will be deemed a material breach and this Agreement will terminate without notice. No substitution of the services will be permitted during the term of this Agreement without the express written consent of the COUNTY.

EIGHTH: Except as otherwise provided in paragraph "SEVENTH" herein, the COUNTY, upon ten (10) days' notice to the TOWN, may terminate this Agreement, in whole or in part, when the COUNTY deems it to be in its best interest. In such event, reimbursement to the TOWN for payments already made by the TOWN will be prorated and the COUNTY will be liable only for payment for services already rendered and expenses incurred under this Agreement prior to the effective date of termination.

The TOWN, upon thirty (30) days' notice to the COUNTY, may terminate this Agreement, in whole or in part, when the TOWN deems it to be in its best interest.

In the event of a dispute as to the value of the services rendered to the TOWN by the Outreach Worker prior to the date of termination, it is understood and agreed that the Director of the Office for Senior Resources or his/her duly authorized representative will determine the value of such services rendered by the Outreach Worker. Such reasonable and good faith determination will be accepted by the TOWN as final.

NINTH: Any purported delegation of duties or assignment of rights under this Agreement without the prior express written consent of the COUNTY is void.

TENTH: Where applicable, the ~~COUNTYTOWN~~ will comply, at its sole expense, with the provisions of all state and municipal requirements and with all state and federal laws applicable to the ~~COUNTYTOWN~~ as an employer of labor or otherwise. The ~~COUNTYTOWN~~ will further comply with all rules, regulations and licensing requirements pertaining to its professional status and that of its employees, partners, associates, subcontractors and others employed to render the services hereunder, as applicable.

ELEVENTH: No discrimination by the TOWN will be permitted during the performance of this Agreement with respect to race, religion, creed, color, national origin, sex, age, handicap, political affiliation or beliefs.

TWELFTH: TOWN agrees, to the fullest extent permitted by law, to protect, defend, indemnify and hold the County of Putnam and its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this Agreement and/or the performance hereof, unless that liability was created by the sole and exclusive negligence of the COUNTY. The TOWN further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at its sole expense, and agrees to bear all costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

COUNTY agrees, to the fullest extent permitted by law, to protect, defend, indemnify and hold the Town of Kent and its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this Agreement and/or the performance hereof, unless that liability was created by the sole and exclusive negligence of the TOWN. The COUNTY further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at its sole expense, and agrees to bear all costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

THIRTEENTH: The failure of the COUNTY to insist, in any one or more instances, upon strict performance of any term or condition herein contained shall not be deemed a waiver or relinquishment for the future of such term of condition, but the same shall remain in full force and effect. No waiver by the COUNTY of any provision hereof shall be implied.

FOURTEENTH: All notices of any nature referred to in this Agreement shall be in writing and hand delivered or sent by registered or certified mail, postage pre-paid, to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing:

To the COUNTY:

COUNTY ATTORNEY
48 Gleneida Avenue
Carmel, New York 10512

To the TOWN:

TOWN OF KENT
25 Sybil's Crossing

Kent Lakes, New York 10512

All notices shall be effective on the date of mailing.

FIFTEENTH: This Agreement and its attachments constitute the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. It will not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

SIXTEENTH: This Agreement will be deemed executory only to the extent of the monies available to the COUNTY for the performance of its terms and no liability will be incurred by the COUNTY beyond the monies so available.

SEVENTEENTH: This Agreement will be construed and enforced in accordance with the laws of the State of New York. Any and all disputes and/or legal actions or proceedings arising out of this Agreement shall be venued in Putnam County, New York.

EIGHTEENTH: Unless specifically provided by law, electronic signatures may be used in lieu of a signature affixed by hand. The use of said electronic signatures shall have the same force and effect of law and shall be deemed binding. Moreover, this contract shall not be deemed effective until fully executed by the TOWN, the required COUNTY signatories and the County Executive.

Date _____

TOWN OF KENT
25 Sybil's Crossing
Kent Lakes, New York 10512

ACKNOWLEDGMENT OF TOWN:

STATE OF NEW YORK)
) ss.:
COUNTY OF PUTNAM)

Notary Public