

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

Executive Session – 6:00 p.m.

Discuss matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation and proposed, pending or current litigation

Public Hearings – 7:00 p.m.

Lake Carmel Fire Department Fire Protection Contract

Local Law Removing Fees from the Town Code and Establishing a Fee Schedule to be set by Resolution of the Town Board

Workshop

1. Pledge of Allegiance
2. Recreation Department – All abilities playground, Recreation Advisory Board
3. Lake Carmel Fire Department – Service Awards Program
4. Independence Day Fireworks contract
5. Putnam County Real Property Tax Service Contract
6. Announcements
7. Public Comment

Meeting

1. Roll Call
2. Vote on the following:
 - a) Local Law Removing Fees from the Town Code and Establishing a Fee Schedule to be set by Resolution of the Town Board
 - b) Town Clerk to advertise for Recreation Advisory Board
 - c) LCFD Service Awards Program
 - d) Contract with Fireworks Extravaganza
 - e) Putnam County Real Property Tax Service Contract
3. Vouchers and claims
4. Public comment

LOCAL LAW NO. __ OF THE YEAR 2017

LOCAL LAW ESTABLISHING CHAPTER ____ OF THE TOWN OF KENT CODE
ENTITLED "FEES"

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

Section 1: Name of Local Law. This Local Law shall be known as: "Local Law Removing Fees from the Town Code and Establishing a Fee Schedule to be set by Resolution of the Town Board".

Section 2: Purpose. The Town of Kent Code contains several sections which require the payment of fees. In some cases, these fees are specified and set in the Code. In other cases, they are not. The specification of the amount of each fee in the Town Code and the process of keeping such fees up-to-date in the Code is a time consuming and cumbersome process. Accordingly, it is the intent of the Town Board, by the enactment of this Local Law, to permit the Town Board to delete the fees set forth in the Town Code and to set and maintain a Fee Schedule which shall include all fees charged by the Town pursuant to the Code and all other fees charged by the Town for other matters, services and administration expenses incurred by the Town which may not specifically be referred to in the Code through the adoption of a Fee Schedule which can be amended by the Town Board on an annual basis, or from time to time, by resolution without the requirement of enactment of a local law.

Section 3. Alarm Fees. Chapter 22 regarding "Alarms" is hereby amended to read as follows:

§22-5. Permit fees; change in ownership or occupancy.

A. The fee for issuance of an alarm user permit shall be [\$50.] **an amount as set forth by resolution of the Town Board and included in the Fee Schedule.** Such permits shall be issued without expiration date.

...

~~[§22-8. Waiver of permit fee for senior citizens. Upon request, the permit fee shall be waived for any alarm user over the age of 62, provided that the intended alarm device shall not be used in connection with any business or commercial purpose.]~~

Section 4. Fees relating to Dogs and Other Animals. Chapter 32 regarding "Dogs" is hereby amended to read as follows:

§32-6. Dog licensing requirements and procedures.

A. Licensing of dogs.

...

(5) The fees for a dog license shall be **set by resolution of the Town Board and included in the Fee Schedule** ~~[as follows:]~~

~~(a) Unspayed/un-neutered dog: \$13 per year (includes state-mandated surcharge of \$3).~~

~~(b) Spayed/neutered dog: \$5 per year (includes state-mandated surcharge of \$1).~~

~~(c) Purebred licenses:~~

~~[1] A license fee of \$25 plus a local fee of \$10, plus a state surcharge of \$3, totaling \$38, if no more than 10 registered purebred dogs or purebred dogs eligible for registration over the age of four months are harbored on the owner's premises at the time of application.~~

~~[2] A license fee of \$50 plus a local fee of \$15, plus a state surcharge fee of \$3, totaling \$68, if no more than 25 registered purebred dogs or purebred dogs eligible for registration over the age of four months are harbored on the owner's premises at the time of application.~~

~~[3] A license fee of \$100 plus a local fee of \$25, plus a state surcharge fee of \$3, totaling \$128, if more than 25 registered purebred dogs or purebred dogs eligible for registration over the age of four months are harbored on the owner's premises at the time of application.~~

~~(d) There shall be no fee charged for the license issued for any detection dog, geese dog, guide dog, hearing dog, police work dog, service dog, therapy dog, war dog or working search dog.]~~

...

C. Enumeration. In addition to other applicable fees, any person applying for a dog license for a dog identified as unlicensed during an enumeration shall pay a fee ~~[of \$5.]~~ **as set by resolution of the Town Board and included in the Fee Schedule.** Such additional fee shall be used to pay the expenses incurred by the Town in conducting the enumeration. In the event that the additional fees collected exceed the expenses incurred by the Town in conducting an enumeration in any year, such excess fees may be used by the Town for any other lawful purpose.

§32.7. Identification of Dogs.

...

C. At the time a dog is first licensed, one identification tag shall be furnished to the owner at no charge. Any replacement tag shall be obtained by the owner at his expense at a fee ~~[of \$3]~~ **as set forth by resolution of the Town Board and included in the Town Fee Schedule.**

§32-12. Seizure of dogs; redemption periods; impoundment fees; adoption of euthanization.

...

D. Each dog which is not identified, whether or not licensed, shall be held for a period of at least five days from the date seized, during which period the dog may be redeemed by its owner, provided that such owner produces proof that the dog has been licensed and has been identified pursuant to the provisions of this article, and further provided that the owner pays the ~~[following]~~ impoundment fees **set forth by resolution of the Town Board and included in the Town Fee**

Schedule:

- ~~(1) Fifteen dollars for the first 24 hours or part thereof, and \$15 for each additional 24 hours or part thereof, for the first impoundment of any dog owned by that person.~~
- ~~(2) Twenty five dollars for the first 24 hours or part thereof, and \$15 for each additional 24 hours or part thereof, for the second impoundment within one year of the first impoundment of any dog owned by that person.~~
- ~~(3) Thirty five dollars for the first 24 hours or part thereof, and \$15 for each additional 24 hours or part thereof, for the third and subsequent impoundments within one year of the first impoundment of any dog owned by that person.~~

...

F. An owner shall forfeit title to any dog unredeemed at the expiration of the appropriate redemption period, and it may be kept for three months, with no liability to the Town of Kent, by the Putnam County Humane Society, and all costs for keeping the dog shall be borne by the Putnam County Humane Society. The dog shall be available for adoption for the fee ~~[of \$5]~~ **as set forth by Resolution of the Town Board and on the Town Fee Schedule** and thereafter shall be euthanized.

Section 5. Fees. Chapter 36 regarding "Fees" is hereby amended to read as follows:

§36-1. **Imposition of Fees**, review and amendments. ~~[The Town Board may periodically review the fee schedule set forth in this chapter and may, by resolution, amend the fees set forth therein.]~~ **The Town Board shall have the power to impose, and set, all fees as may be specified and/or referred to in the Town of Kent Code and all other fees which the Town charges for all permits, services, administrative fees and programs of the Town not specifically referred to in the Town Code through the adoption of a Fee Schedule which shall be established by the Town Board by Resolution and amended on an annual basis or from time to time as needed. The Town Board shall have the power to establish and amend such Fee Schedule pursuant to a resolution duly adopted by the Town Board without the necessity for the enactment of a local law or ordinance. Applicants for approvals or permits are advised to refer to Chapter 55 to determine whether a review escrow deposit, performance security or inspection fee also applies.**

§ 36-2. (Reserved)

§ 36-3. Schedule of Fees. [The following schedule of fees for licenses, permits and activities which are regulated under the provisions of various chapters of the Code of the Town of Kent is hereby established. Applications for and the issuance of such licenses and permits shall be subject to the provisions of the specific chapter of the Code which is indicated for each type of license or permit. The businesses, activities or operation for which the license or permit is required shall be subject to all regulations set forth in the Code. For each type of application, the applicable individual chapter and Chapter 55 of the Code of the Town of Kent must be consulted to determine whether a review escrow deposit is also required. Performance security and inspections fees not listed here may also apply. The fees are subject to change, and the fee currently in effect should be confirmed with the Town Clerk's office.

Type of Permit, Application or License	Fee
Chapter <u>22</u>, Alarms	
Registration of commercial burglar alarms and commercial fire alarms (see § <u>22-5</u>)	\$50
Chapter <u>27</u>, Building Administration and Construction	
Building permit	
Value of work up to \$1,000	\$50
For each additional \$1,000 or fraction thereof	\$5
For each extension of time	\$50
Septic system, cesspool or well permit	\$10
Certificate of occupancy	\$75
Inspection fee, special use permit and site plan	\$150
Rescission of a stop-work order	
First	\$150
Second	\$250
Additional thereafter	\$350
Chapter <u>30</u>, Christmas Tree Sales	
Application	\$25 plus a site restoration deposit of \$200
Chapter <u>32</u>, Dogs and Other Animals	
License for each spayed or neutered dog	\$5 per year (includes state-mandated surcharge of \$1)
License for each unspayed or unneutered dog	\$13 per year (includes state-mandated surcharge of \$3)
Purebred license per number of registered purebred dogs or purebred dogs eligible for registration over the age of 4 months harbored on the owner's premises at the time of application	
1 to 10	\$25 plus a local fee of \$10, plus a state surcharge fee of \$3, totaling \$38
11 to 25	\$50 plus a local fee of \$15, plus a state surcharge fee of \$3, totaling \$68
More than 25	\$100 plus a local fee of \$25, plus a state surcharge fee of \$3, totaling \$128
License for detection dog, geese dog, guide dog, hearing dog, police work dog, service dog, therapy dog, war dog or working search dog	None

Type of Permit, Application or License	Fee
Adoption fee for dog seized by Dog Control Officer or any peace-officer	\$5 ²
Impoundment	
First impoundment	
First 24 hours or part thereof	\$15
Each additional 24 hours or part thereof	\$15
Second impoundment within one year of first impoundment	
First 24 hours or part thereof	\$25
Each additional 24 hours or part thereof	\$15
Third and subsequent impoundments within one year of first impoundment	
First 24 hours or part thereof	\$35
Each additional 24 hours or part thereof	\$15
Enumeration fee for license for a dog identified as unlicensed during enumeration	\$5
Chapter <u>38</u>, Fire Prevention	
Blasting permit, including storage and use of explosives	\$100
Operating permit	\$50
Natural gas and liquid propane gas inspection	
Residential	\$50
Commercial and industrial	\$100
Chapter <u>39</u>, Flood Damage Prevention	
Flood hazard construction application	\$500
Application for variance from requirements of Chapter <u>39</u>	\$500
Rescission of a stop-work order	
First	\$150
Second	\$250
Additional thereafter	\$350
Chapter <u>39A</u>, Freshwater Wetlands	
Permit application fee	\$500
Rescission of a stop-work order	
First	\$150
Second	\$250
Additional thereafter	\$350
Chapter <u>41</u>, Games of Chance	
License fee	\$25
License fee for leased premises	\$50
Additional license fee upon filing of statement of receipts and expenses	5% of net proceeds for license period covered
Chapter <u>47</u>, Livery and Taxicab Services	
Special use permit	\$75
Chapter <u>50</u>, Park District No. 1	
Reissuance of lost boat registration sticker	\$5
Chapter <u>53</u>, Peddlers and Solicitors	
Application	\$150

Type of Permit, Application or License	Fee
Chapter 54, Plumbing³	
Permit for five fixtures	\$50
Each additional fixture	\$5
Chapter 56, Public Assembly	
Application for permit	\$200
Chapter 57, Roads and Driveways	
Road inspections (see § 57-14)	\$1,000, initial review fee deposit. Applicant shall be responsible for full payment of actual costs of inspection.
Rescission of a stop-work order (see § 57-27)	
First	\$150
Second	\$250
Additional thereafter	\$350
Chapter 58, Sales Events, Temporary	
Not for profit	\$25
Private business	\$50
Chapter 63, Soil Removal	
Application for permit	\$500
Chapter 66, Steep Slope Protection and Stormwater Management	
Application for permit	\$500
Inspection fee	\$1,000, initial review fee deposit. Applicant shall be responsible for full payment of actual costs of inspection.
SWPPP review	\$100
Rescission of a stop-work order (see § 57-27)	
First	\$150
Second	\$250
Additional thereafter	\$350
Chapter 66A, Subdivision of Land	
Lot line revision	
Application fee	\$250
Preliminary subdivision	
Application fee	\$750
Plus fee per new lot	\$500
Review fee, initial deposit	\$1,000 initial review fee deposit. Applicant shall be responsible for full payment of actual costs of inspection.
Final subdivision	
Application fee	\$750
Review fee, initial deposit	\$1,000, initial review fee deposit. Applicant shall be responsible for full payment of actual costs of inspection.
Recreation fee in lieu of land for residential subdivisions, \$5,500 per new lot	
Chapter 67A, Temporary Storage Containers and Construction Debris Containers	
Temporary or portable storage shelter, container or trailer permit	\$0

Type of Permit, Application or License	Fee
Fine for failure to obtain a permit for a temporary or portable storage shelter, container or trailer	\$250
Chapter 70, Vehicles, Abandoned	
90-day unlicensed vehicle	\$50
Chapter 75, Water	
Art. I, Water District No. 1	
Cost of service lines and taps	
Installation of service line from main to approximate property line, including tapping of the main	
3/4-inch taps, including excavation, tubing, fittings, curb box, tapping of main, backfill and patching	Prevailing rate at time of installation
One-inch tap, based same as above	Prevailing rate at time of installation
Other sizes	Quoted as per installation
Charges, per foot, of copper tubing from curb box to building	
3/4-inch	Prevailing rate at time of installation
1-inch	Prevailing rate at time of installation
Meters	
Installation	
5/8-inch by 3/4-inch	Prevailing rate at time of installation
3/4-inch	Prevailing rate at time of installation
1-inch	Prevailing rate at time of installation
All other sizes	Quoted as per installation
Repairs due to negligence of consumer	
Minimum charge	Prevailing rate at time of installation
Testing	Prevailing rate at time of installation*
Tap-in charge, per dwelling unit	\$1,000
Tap charge where lines constructed by a land subdivider, developer and/or builder as detailed in § <u>75-3E(3)</u>	Prevailing rate at time of installation
Art. III, Water District No. 2	
Service line, including tapping of main ^s	
3/4-inch	Prevailing rate at time of installation
1-inch	Prevailing rate at time of installation
All other sizes	Quoted as per installation
Copper tubing from curb box to building (per foot)	
3/4-inch and 1-inch	Prevailing rate at time of installation
Tap-in charge, per dwelling unit	\$2,000
Chapter 76, Watercourses	
Inspection fee	\$10
Chapter 77, Zoning	
Preliminary site plan application fee	\$1,000, plus \$50 per parking space for the first 25 spaces, plus \$20 for each additional parking space over 25 spaces
Final site plan application fee	\$500
Special use permit application fee	\$500 plus site plan application fee set forth above

Type of Permit, Application or License	Fee
Special use and site plan	
Inspection fee	\$1,000, initial review fee deposit. Applicant shall be responsible for full payment of actual costs of inspection
Sign permit application fee	\$150
Zoning amendment application fee	\$1,500
Area variance application fee	
Single family	\$150
Other	\$300
Use variance application fee	
Single family	\$250
Other	\$500
Interpretation application fee	\$500

NOTES:

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

² This adoption fee, which is in addition to the foregoing fees, shall be paid to such officer or to the humane society which then harbors the dog, and such officer or humane society shall remit that adoption fee to the Town of Kent.

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

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

⁵ These fees include excavation, tubing, fittings, curb box, tapping of main, backfill and patching.

Section 6. Fees regarding Building Administration and Construction: Chapter 27 Regarding “Building Administration and Construction” is hereby amended to read as follows:

§ 27-11. Building permit fees.

- A. Upon the filing of an application for a building permit, fees as set forth from time to time by resolution of the Town Board **and on the Fee Schedule** shall be payable.

Section 7. Fees Relating to Flood Damage Prevention. Chapter 39 regarding “Flood Damage Prevention” is hereby amended to read as follows:

§ 39-11. Floodplain development permit.

...

B. Fees. All applications for a floodplain development permit shall be accompanied by an application fee **in an amount set by resolution of the Town Board and included in the Town Fee Schedule** [of \$500]. In addition, the applicant shall be responsible for reimbursing the Town of Kent for any additional costs necessary for review, inspection and approval of this project. The local administrator may require a deposit of no more than the fee to cover these additional costs.

Section 8. Garbage and Refuse Fees. Chapter 40 regarding "Garbage and Refuse", is hereby amended to read as follows:

§ 40-2. Regulations.

...

C. The Town Clerk shall receive a fee, to be determined **resolution of** ~~[by]~~ the Town Board, for issuing a permit, which shall be valid for a period of one year for commercial carters. Commercial carters, in addition to this yearly permit, shall pay, by the yard, for compacted and uncompacted garbage, fees that will be determined by **resolution of** the Town Board. Residents shall pay a yearly fee for pickup trucks and regular vehicles, which will be determined by **resolution of** the Town Board.

§ 40-6. Fees. Permits permitting commercial garbage collectors to dump at the sanitary landfill shall be issued by the Town Clerk for a fee to be determined by **resolution of** the Town Board.

Section 9. Fees relating to Livery and Taxicabs. Chapter 47 regarding "Livery and Taxicab Services is hereby amended to read as follows:

§47-6. Conditions to approval of permit.

...

G. Any application for a special use permit under this chapter shall be accompanied by a fee ~~[of \$75.]~~ **as established by resolution of the Town Board and set forth in the Town Fee Schedule.**

Section 10 . Fees regarding Sewers. Chapter 62- regarding "Sewer Use Connection and Rents" is hereby amended to read as follows:

61-78. Allocation of Sewerage Capacity.

...

G. Application fee. There is an application fee ~~[of \$100]~~ **in an amount set by resolution of the Town Board** per application. The fee is due with the submission of the application and is nonrefundable. In addition to the application fee, the Town Board reserves the right to charge the applicant for any out-of-pocket costs actually incurred by the Town Board or the sewer district in retaining consultants to evaluate the application relative to the criteria set forth above

§ 61-79. Sewer connection fee.

A. Sewer connection fee. Each new connection to the sewer collection system or expansion from an existing connection from a parcel within the sewer district requiring an approval of the Town Board pursuant to § 61-78B above will pay ~~[the following]~~ **a sewer connection fee in an amount as set forth by Resolution of the Town Board.** [∴

~~(1) To the extent that the property is already developed at the time of adoption of this chapter and~~

~~the allocated GPD is less than or equal to the Appendix C GPD no connection fee will be charged;~~

~~(2) To the extent that a property proposes expanded development and requests an allocated GPD greater than the amount stated in Appendix C, the Town Board may impose a connection fee for the allocated GPD in excess of the amount stated in Appendix C.~~

~~(3) To the extent that property undeveloped at the time of adoption of this chapter proposes new or expanded development, and the allocated GPD is less than or equal to the Appendix C GPD, a surcharge connection fee in the amount of \$50 per GPD will be charged.]~~

Section 11. Fees regarding Stormwater Pollution Protection Plans. Chapter 66 regarding “Steep Slope Protection and Stormwater Management” at Article IV regarding Stormwater Pollution Protection Plans” is hereby amended to read as follows:

§ 66-10. Applicability; Stormwater Management Officer; review of plans.

...

B. The municipality shall, by resolution, designate a Stormwater Management Officer who shall accept and review all stormwater pollution prevention plans and forward such plans to the applicable municipal board. The Stormwater Management Officer may:

(1) Review the plans; or

(2) Upon approval of the Town Board, engage the services of a registered professional engineer and/or a qualified professional to review the plans, specifications and related documents at a cost not to exceed **the amount set forth by resolution of the Town Board in the [a]** fee schedule established by the Town Board. The Town Board may require the owner/operator to pay for the aforesaid review in advance by establishment of an escrow account.

Section 12. Fees regarding Subdivision of Land. Chapter 66A regarding “Subdivision of Land” is hereby amended to read as follows:

...

§ 66A-25. Parks and playgrounds. The Planning Board may require adequate, convenient and suitable areas for parks and playgrounds or other recreational purposes to be reserved on the plat but in no case more than 10% of the gross area of any subdivision. The area shall be shown and marked on the plat "Dedicated for Park or Playground Purposes." Alternatively, if the Planning Board determines that a suitable park or parks of adequate size cannot be properly located in any such plat or is otherwise not practical, the Board may require, as a condition to approval of any such plat, a payment in lieu of land to the Town of Kent in an amount as set by **resolution of the** Town Board. In requiring the set-aside of land for recreation or the payment of a fee in lieu of recreation land, the Planning Board shall adhere to the requirements of § 277, Subdivision 4, of the Town Law, which provides for the reservation of parkland on subdivision plats containing residential units.

Section 13. Fees regarding water districts. Chapter 75 regarding “Water” is hereby amended to read as follows:

Article I, Water District 1.

§ 75-3. Service lines; fees.

...

E. Costs of service lines and taps.

(1) The ~~[following]~~ fees for the installation of a service line from the main to the approximate property line, and including the tapping of the main, will be ~~set [reviewed and/or revised from time to time]~~ **by resolution of the Town Board and will be included on the Town Fee Schedule.**

(a) Three-fourths-inch taps, including excavation, tubing, fittings, curb box, tapping of main, backfill and patching: as set from time to time by resolution of the Town Board.

(b) One-inch tap, based same as above: as set from time to time by resolution of the Town Board.¹³¹

(c) The fee for all other size taps shall be as set from time to time by resolution of the Town Board.

(d) Charges, per foot, of copper tubing from the curb box to the building: three-fourths-inch and one-inch: as set from time to time by resolution of the Town Board.¹⁵¹

(2) These charges are to include copper tubing, fittings and labor; **the fees do not include** ~~[no]~~ excavating or backfill.

(3) Where a land subdivider, developer and/or builder has, at his own expense, constructed mains, laterals and service lines from the main to the approximate property line to the structure and/or dwelling, and being the primary developer of said subdivision, the charge shall be as set from time to time by resolution of the Town Board for each tap, including the inspection fee and appurtenant costs.¹

F[. The fee for services two inches and larger will be determined by the Board and will be furnished to the owner by the agent and will be based on the individual conditions. The property owner shall deposit, at the time of filing his application, a sufficient sum to cover the cost of installing this part of the service line.

G.] All curb boxes once set shall be adjusted to changes in grades and shall be kept accessible and in repair by the owner. No person shall turn on or shut off any curb cock controlling any service line without the permission of the Superintendent. In such case, the Superintendent is authorized to order the water to be shut off or turned on as he deems appropriate.

Article III. Water District No. 2

§ 75-22. Meters; owner responsibility.

A. Installation. Meters may be installed in the Water District, and, if they should be so installed, the following considerations shall apply:

(1) Fees.

(a) **Fees will be set forth by Resolution of the Town Board.** Meters may be installed by Kent Water District No. 2 upon payment of the prevailing rate at the time of installation for the following sizes: 5/8 x 3/4 inch, 3/4 inch and one inch.

(b) All other sizes shall be quoted as per installation.

Section 14. Fees regarding zoning matters. Chapter 77 regarding "Zoning" is hereby amended to read as follows:

§ 77-26.9. Application review and approval procedure.

The review and approval of an application for a business park Overlay District designation shall be as follows:

A. Town Board review. An application for a business park Overlay District designation shall be submitted to the Town Board on such forms as the Town Board may designate and shall include a completed Part 1 long form environmental assessment form (EAF). The application shall be accompanied by a fee in an amount set by **resolution** the Town Board, together with a review fee in accordance with Chapter **55** of the Town Code. Upon receipt of an application and EAF, including the application fee and review fee, the Town Board shall notify the applicant of the place, date, and time of the meeting at which the application is to be considered and shall refer the application to the Planning Board for review and recommendation pursuant to Article **XVIII** of Chapter **77** of the Town Code. The applicant or the applicant's representatives shall be present at meetings of the Town Board at which the application is to be considered.

§ 77-65. Definitions.

COMPLETE APPLICATION

An application that includes the following:

- A. An application form together with all information concerning a proposed project in the format as specified by the applicable provisions of this chapter;
- B. All application fees required by this chapter **in an amount set by resolution of the Town Board** and the professional review fee deposit, if any, required by the reviewing agency;
- C. An EAF or DEIS assessing the potential environmental impacts of the proposed project;
- D. A determination by the reviewing agency, or by the lead agency in the event of coordinated review, that the proposed project is not likely to have a significant impact on the environment (negative declaration), or the filing of a notice of completion of a Draft Environmental Impact Statement in accordance with the provisions of SEQRA.

§ 77-54.1. Application fees; review fees.

A. Any application for approval of a site plan, special use permit, variance or other development activity authorized by this chapter shall be accompanied by fee(s) in an amount set by **resolution of** the Town Board for such application. Additional, engineering, legal and consulting review fees as set forth in Chapter **55** of the Town Code may also apply.

Section 15. Severability.

If any part or provision of this local law or the application thereof to any person or circumstance be adjudged invalid by any court of competent jurisdiction, such judgment shall be confined in its operation to the part or provision or application directly involved in the controversy in which such judgment shall have been rendered and shall not affect or impair the validity of the remainder of this local law or the application thereof to other persons or circumstance, and the

Town Board of the Town of Kent hereby declares that it would have passed this local law or the remainder thereof had such invalid application or invalid provision been apparent.

Section 16: Effective Date.

This local law shall take effect immediately upon filing in the Office of the New York State Secretary of State in accordance with Section 27 of the Municipal Home Rule Law.

Dated: February , 2017

BY THE ORDER OF THE TOWN BOARD
TOWN OF KENT

[----] deleted text
[] new text

PUBLIC
HEARING

LEWIS B. STADLER
ATTORNEY AND COUNSELOR AT LAW

12 EAST MAIN STREET
PAWLING, NEW YORK 12564
TEL: (845) 855-5808
FAX: (845) 855-5809

January 18, 2017

Hand Delivered

Yolanda Cappelli, Town Clerk
Town of Kent
25 Sybil's Crossing
Carmel, New York 10512

Re: Lake Carmel Fire Department, Inc. with Town of Kent

Dear Ms. Cappelli:

Per my discussions with Michael Liguori, Esq., enclosed please find three copies of the proposed contract between the Lake Carmel Fire Department, Inc. and the Town of Kent, which copies have been signed by the fire department's president. I understand that a public hearing has been scheduled regarding the proposed contract and I ask that once the public hearing is held and the contract is approved, that you insert the Resolution number and the date of the Resolution in the blanks left on page two of the contract. I would also ask that you return one fully executed copy of the contract to me.

Also enclosed please find a voucher for payment of the 2017 contract amount. Should you have any questions, please do not hesitate to contact the undersigned.

Very truly yours,



Lewis B. Stadler

LBS/cas
Enclosures

cc: Michael Liguori, via email, w/o attachments

2017 JAN 18 AM 8:55
RECEIVED
KENT TOWN CLERK

**FIRE PROTECTION CONTRACT
TOWN OF KENT
LAKE CARMEL FIRE PROTECTION DISTRICT NO. 1**

THIS AGREEMENT made this day of , by and between the Town of Kent, a municipal corporation of the State of New York, having an office and place of business at 25 Sybil's Crossing, Carmel, New York 10512, (hereinafter referred to as the "TOWN"); and the LAKE CARMEL FIRE DEPARTMENT, INC., having its business offices at 851 Route 52, Carmel, New York 10512 (hereinafter referred to as the "FIRE DEPARTMENT");

WHEREAS, there has been duly established in the Town of Kent a fire protection district, known as the Lake Carmel Fire Protection District No. 1 (the "DISTRICT"), which encompasses a portion of the town and is on file in the Town Clerk's office; and

WHEREAS, the FIRE DEPARTMENT has proposed to provide fire protection services to the DISTRICT for the term and for the compensation set forth below; and

WHEREAS, the TOWN and the FIRE DEPARTMENT, are desirous of entering into an agreement to provide fire protection services to the DISTRICT, and

1. The TOWN is a municipal corporation of the State of New York.
2. The TOWN desires to contract with the FIRE DEPARTMENT for fire protection services.
3. The FIRE DEPARTMENT has the necessary qualifications to provide the services desired by the TOWN.

2017 JAN 18 AM 8:55
RECEIVED
KENT TOWN CLERK

4. The FIRE DEPARTMENT is willing to be employed by the TOWN and the TOWN is willing to employ the FIRE DEPARTMENT on the terms and conditions hereinafter set forth.

5. The TOWN has the necessary funds to pay the FIRE DEPARTMENT pursuant to the terms of this contract.

WHEREAS, BY RESOLUTION # DATED after a public hearing, the Town Board of the Town of Kent awarded the FIRE DEPARTMENT the contract to provide fire protection services to the DISTRICT, and

WHEREAS, the FIRE DEPARTMENT agrees to furnish to the TOWN fire protection services in the DISTRICT for the 2017 and 2018 calendar years, and the TOWN agrees on behalf of the District to pay the FIRE DEPARTMENT as follows:

A) The sum of NINE HUNDRED SIXTY THOUSAND EIGHT HUNDRED EIGHTY FIVE AND NO/100 DOLLARS (\$960,885.00) for the calendar year 2017; and

B) The sum of NINE HUNDRED SIXTY FIVE THOUSAND FOUR HUNDRED FORTY FIVE AND NO/100 DOLLARS (\$965,445.00) for the calendar year 2018.

NOW, IN CONSIDERATION of the mutual covenants contained herein, the TOWN and the FIRE DEPARTMENT hereby agree that the terms and conditions of this Contract and the Exhibit annexed hereto shall govern the Agreement between the parties and the parties hereto further agree as follows:

SECTION 1 - EMPLOYMENT

1. The Members of the FIRE DEPARTMENT shall, while engaged in the performance of their duties in answering, attending upon or returning from any call provided for by this contract, shall have all the rights, privileges and immunities granted by State Law.

2. The FIRE DEPARTMENT shall at all times during the period of this contract be subject to call for attendance upon any fire occurring in the DISTRICT. When notified of a fire within the DISTRICT, the FIRE DEPARTMENT shall respond and attend upon the fire without delay with suitable equipment and personnel as in the reasonable judgment of the Fire Chief shall be necessary. Upon arriving at the scene of the fire, the firepersons attending shall proceed diligently and in every reasonable way cause the extinguishment of the fire and the saving of life and property.

3. The FIRE DEPARTMENT will provide to the TOWN the compensation amount(s) it is requesting for the new contract term by September 1, 2018, for the following year(s). The FIRE DEPARTMENT will provide a copy of its preliminary budget to the TOWN on or before September 1, 2018, prior to the publishing of the Supervisor's preliminary budget.

SECTION 2 - BEST EFFORTS OF FIRE DEPARTMENT

1. The FIRE DEPARTMENT agrees that it will at all times faithfully, industriously and to the best of its ability, experience and talents 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 TOWN.

2. The FIRE DEPARTMENT shall maintain the presently provided ambulance service to the District but for only as long as the FIRE DEPARTMENT can meet adequate staffing levels for the ambulance. The FIRE DEPARTMENT will renegotiate the Contract price if the ambulance service is reduced or discontinued.

SECTION 3 - TERMS OF EMPLOYMENT

Employment under this Agreement shall commence as of January 1, 2017 and shall continue for a period of two (2) years.

SECTION 4 - COMPENSATION OF FIRE DEPARTMENT

On or before March 15, of each year of this contract, the TOWN, in consideration of the FIRE DEPARTMENT faithfully complying with all the terms and conditions herein set forth shall pay the FIRE DEPARTMENT and the FIRE DEPARTMENT shall accept from the TOWN in full payment for FIRE DEPARTMENT's services for the years 2017 and 2018, the sums listed below:

A) The sum of NINE HUNDRED SIXTY THOUSAND EIGHT HUNDRED EIGHTY FIVE AND NO/100 DOLLARS (\$960,885.00) for the calendar year 2017;

B) The sum of NINE HUNDRED SIXTY FIVE THOUSAND FOUR HUNDRED FORTY FIVE AND NO/100 DOLLARS (\$965,445.00) for the calendar year 2018.

SECTION 5 - FIRE DEPARTMENT TO COMPLY WITH LAW

To the extent that they are constitutional the FIRE DEPARTMENT agrees to comply with the provisions of Section 103-a and 103-b of the General Municipal Law and Section 139-b of the State Finance Law, regarding waiver of immunity when called before a Grand Jury. All other provisions of law required to be made a part of this Agreement are hereby deemed incorporated herein. Performance under the terms and conditions of this Agreement shall be subject to and in conformance with all applicable laws, rules and regulations in effect as of the date of this Agreement.

SECTION 6 - ASSIGNMENT

This Agreement may not be assigned by the FIRE DEPARTMENT or its right, title and interest therein assigned, transferred, conveyed, sublet or disposed of without the previous consent in writing of the TOWN. In addition, if ambulance service is changed it shall be the responsibility of the Lake Carmel Fire Department, Inc. to notify all residents of the Lake Carmel Fire Protection District No. 1.

SECTION 7 - REMEDIES

In the event of the failure of the FIRE DEPARTMENT to carry out the terms and conditions of this contract, the Town Board reserves the right to withhold compensation which may be due or become due until such time as the FIRE DEPARTMENT fulfills its obligations.

SECTION 8 - ENTIRE AGREEMENT

It is understood that this Agreement constitutes the entire Agreement between the FIRE DEPARTMENT and the TOWN. Should any part of this Agreement be declared void by legal ruling, all other parts shall remain in effect.

SECTION 9 - INSURANCE / INDEMNIFICATION

(A) The FIRE DEPARTMENT shall provide workers' compensation insurance for all members of the FIRE DEPARTMENT at its own cost and expense. Furthermore, the FIRE DEPARTMENT shall provide to the TOWN a certificate of insurance evidencing the aforementioned coverage upon request.

(B) The FIRE DEPARTMENT agrees to name the TOWN as an additional insured on its Certificate of Insurance providing for insurance coverage in a minimum aggregate amount of TWO MILLION DOLLARS and providing additional coverage in said Certificate to include liability, products and completed operations. Said Certificate shall be delivered and approved by the TOWN prior to the commencement of the work.

(C) The FIRE DEPARTMENT agrees to defend, indemnify and hold harmless the TOWN, its agents, employees and representatives from any and all loss or damage arising out of the FIRE DEPARTMENT's performance of its duties under this Contract.

SECTION 10 - NONDISCRIMINATION

During the term of this contract, the FIRE DEPARTMENT agrees as follows:

In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the FIRE DEPARTMENT will not discriminate against any volunteer or applicant because of race, creed, color, sex, national origin, disability or marital status. The FIRE DEPARTMENT is subject to possible termination of this contract and forfeiture of all moneys due hereunder for a violation of this clause.

SECTION 11 - GOVERNING LAW

This Contract and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of New York.

SECTION 12 - PARTIAL INVALIDITY

If any term, covenant, condition or provision of this Contract or the application thereof to any person or circumstances shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Contract, or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall

not be affected thereby, and each term, covenant, condition and provision of this Contract shall be valid and be enforced to the fullest extent permitted by law.

SECTION 13 - ENDORSEMENTS

No agreements, oral or written, respecting this agreement shall be binding upon either party unless in writing and attached hereto.

SECTION 14 - NOTICE OF CLAIM

Service of a Verified Claim on the Town Clerk within ninety (90) days of accrual of a claim against the TOWN or completion of the work or portion thereof, whichever is earlier, and the expiration of forty (40) days thereafter shall be a condition precedent to the commencement by the FIRE DEPARTMENT of any action or proceeding with respect to this Agreement.

SECTION 15 - COUNTERPARTS

This Agreement is executed in four (4) counterpart originals, each of which shall constitute an original and all of which, when taken together, shall constitute one Agreement.

ATTESTATION CLAUSE

IN WITNESS WHEREOF, the parties have executed this Agreement in Kent, New York, on the date hereinafter set forth.

LAKE CARMEL FIRE DEPARTMENT, INC.



PATRICK J. RYAN, President

THE TOWN OF KENT


MAUREEN FLEMING, Supervisor

STATE OF NEW YORK

)ss.:

COUNTY OF PUTNAM

On the 15th day of January in the year, 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared, PATRICK J. RYAN, 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/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

LEWIS B. STADLER
Notary Public, State of New York
No. 02ST4710777
Qualified in Putnam County
Commission Expires December 31, 2018

STATE OF NEW YORK

)ss.:

COUNTY OF PUTNAM

On the _____ day of _____ in the year, _____, before me, the undersigned, a Notary Public in and for said State, personally appeared, MAUREEN FLEMING, 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/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

Exhibit to Fire Protection Contract
Town of Kent
Lake Carmel Fire Protection District No. 1

1. Section 1, Para 3 is amended by the addition of the following sentence- "The Town shall hold a public hearing and provide to the public the proposed contract along with the proposed contractual amount no later than the last day of October, 2018."

2. The Fire Department shall, in accordance with Section 209-z of the General Municipal Law, have its records audited annually by an independent certified public accountant or firm of certified public accountants and within 180 days of the end of the Fire Department's fiscal term, it shall submit a copy of its audit report to the Town Board.

3. Following the approval by the Fire Department of a new member, the Fire Department shall submit the name of the new member along with a copy of the new member's application (social security number to be redacted) and arson and sex offender investigation check to the Town Board for approval pursuant to Not-For-Profit Corporation Law 1402(c)(3). The submittal of information may be made by 3pm prior to the regularly scheduled meeting via fax or email to the Town Clerk and the request for approval will be acted upon without delay, but no later than 30 days after the Town Clerk's receipt of the new member's information. Along with the request for approval of the new member, the Fire Department shall confirm in writing to the Town Board that the addition of the new member shall not violate the terms of Paragraph 4 below.

4. The Fire Department must maintain an annual membership containing no more than forty-five (45%) percent of its members living outside of the fire protection district.

5. Within 30 days of the Fire Department's annual elections of officers and directors (administrative and firematic), the Fire Department shall submit to the Supervisor the list of

officers and directors together with contact information for the Chiefs and President.

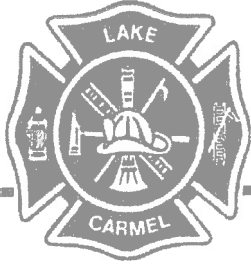
6. By March 15 of each contract year, the Fire Department shall submit to the Town Board a list of the members who have achieved for the previous year the point requirements set forth in Section 217 of the General Municipal Law for the Length of Service Award Program (LOSAP). The Department shall maintain, for a period of 7 years from each calendar year, the supporting documentation substantiating that the members have qualified for their Department points and LOSAP points and said information shall be available for audit by the Town within five (5) days of its request to review said information. Said supporting documentation should include copies of the sign in sheets or point sheets (electronic versions are acceptable) or any electronic sign in data, if such a system is used.

Budget Lines For 2017-2018

	2017	2018
Computer	7,500.00	7,500.00
Custodial Services	23,000.00	23,000.00
Electric	18,000.00	18,000.00
Fuel Heating	23,000.00	23,000.00
House supplies	4,000.00	4,500.00
Installation Dinner	12,500.00	12,500.00
Insurance	149,205.00	149,205.00
Kitchen Expenses	15,000.00	15,000.00
Propane		
Supplies		
Food and Refreshments		
Legal and Accountant fees	12,000.00	12,000.00
Little League	-	-
Mortgage Payments	206,000.00	206,000.00
Office supplies	4,000.00	4,500.00
postage	1,200.00	1,200.00
Repairs, House	38,000.00	43,000.00
Services to House		
Alarm Rental	1,000.00	1,000.00
Fire Control	2,000.00	2,000.00
Generator	2,100.00	2,100.00
Grass Cutting	6,100.00	6,500.00
Plymo Vent	1,015.00	1,100.00
Snowplowing	10,000.00	10,000.00
Waste Removal	3,000.00	3,500.00
Water Testing		
Pest Control	1,000.00	1,000.00
Sick and Memorial	500.00	500.00
Service Awards	77,140.00	77,140.00
Telephone	8,500.00	8,500.00
Total Administrative	625,760.00	632,745.00

	2017	2018
Ambulance Supplies	9,500.00	10,500.00
Supplies		
Oxygen		
Breathing Apparatus	14,000.00	14,000.00
SCBA Replacement		
Air Cylinders		
Compressor	2,025.00	2,200.00
Explorers	2,500.00	2,500.00
Fire Prevention	2,000.00	2,000.00
Firematic Supplies	12,000.00	14,000.00
Firematic Equipment	25,000.00	25,000.00
Food, Refreshments Fire	6,500.00	6,500.00
Fuel - Vehicle	21,000.00	21,500.00
Hose and Fittings/nozzles	10,000.00	10,000.00
Medicals	20,000.00	12,000.00
Parades	9,500.00	9,500.00
Town Parade		
Radios and Pagers	12,000.00	12,500.00
Recruitment and Retention	6,000.00	6,000.00
Telephones / cellular	3,000.00	3,000.00
Training	10,000.00	10,000.00
Truck Maintenance		
Preventive maintenance	18,000.00	19,000.00
Repairs	45,000.00	45,000.00
Truck Replacement	75,000.00	75,000.00
Turnout Gear	25,000.00	25,000.00
Uniforms	7,100.00	7,500.00
Other		
Total Firematic	335,125.00	332,700.00
 Total Administrative and Firematic	 960,885.00	 965,445.00

AUDITING BOARD



LAKE CARMEL FIRE DEPARTMENT INC.

851 ROUTE 52, CARMEL, NY 10512-9953

3
C
TB

Yolanda D Cappelli
Town of Kent
25 Sybil's Crossing
Kent Lakes, N Y 10512
February 2, 2017

RECEIVED
2017 FEB 15 AM 11:02

Ms Cappelli:

We the undersigned certify that the enclosed list includes all members who have successfully qualified for the Service Awards Program for the year 2016. Please have the list approved in writing by the town Supervisor and return all original documentation to the Lake Carmel Fire Department. It will then be forwarded to the plan administrators so that they can update their records.

Thank You

Patrick Ryan, President, LCFD

Jack Keher, Chief, LCFD

Elizabeth Bachmann, Secretary, LCFD

As per town resolution adopted on _____
Service Awards Program for the year of 2016.

, the town of Kent accepts the enclosed list for the

I, Yolanda D Cappelli, Town Clerk of the Town of Kent, County of Putnam, State of New York, do hereby
certify that this list was accepted by the Town of Kent Board at their meeting of _____ 2017.

Yolanda D Cappelli, Town Clerk

Maureen Fleming, Town Supervisor



LAKE CARMEL FIRE DEPARTMENT INC.

851 ROUTE 52, CARMEL, NY 10512-9953

Members of the Lake Carmel Fire Department who qualified for the Service Awards Program in 2016

ADAMS,J.	KEHER,J.
BACHMANN,E.	LAUNZINGER,K.
BELLMIO,T.	LEWIS,J.
BELLMIO,T.A.	LOWNDES,D.
BENSON,BOB	MADSEN,L.
BENSON,ROBERT	MADSEN,S.
BENSON,RYAN	McCARTHY,F.
BISHOP,M.	McDONNELL,B.
BRADSHAW,M.	MENT,E.
CALKINS,R.	MIALE,F.
CHURCHILL,D.	MORIN,R.
CRANSTON,J	NORCINI,J.
DELLARIPA,C.	O'ROURKE,D.
DONOHUE, TJ.	PIXLEY,A.
DZUBAK,M.	RIESDORPH,H.
EDWARDS,W.	RODRIGUEZ,L.
EHRET,T.	ROSE,J.
ELLMAN,L.	ROSE,M.
FERRIERA,N.	RYAN,JESSICA.
FILECCO,T.	RYAN,P.
FIorentino,V.	SCHAEFFLER JR,E.
FITZSIMMONS,M.	SCHAEFFLER,E.
FRY,C.	SCOTT,E.
GALLAGHER,D.	SHANNON,C.
GALLAGHER,J.	SHANNON,R.II.
GAMACHE,L.	SORBELLINI,S.
HALLISEY,E.	STADLER,L.
HERMAN,S.	TELESCO,C.
HILL,D.	THARAS,J.
IANNARELLI,E.	VIGLOTTI,J.
KEANE, G.	WAHLERS,N.
KECK,E.	WALTERS,W.
ILLUMINATE,D. Return from disability	SCHLEGEL,R. Return from disability

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

Worldwide Experience in Pyrotechnics - Since 1995

1-800-765-BANG (2264) • 206-202-1544 FAX
 174 ROUTE 17 NORTH, ROCHELLE PARK NJ 07662



Hanover Germany 2009 International
 Competition first place.

www.fwextravaganza.com

CONTRACT

This contract and agreement entered into this ____ day of _____, 2017,
 by and between **FIREWORKS EXTRAVAGANZA** a New York Corporation located at 174
 Route 17 North, Rochelle Park, NJ 07662.

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 **TEN THOUSAND DOLLARS (\$10,000.00)** for
 the display agreed upon which will be exhibited by **FIREWORKS EXTRAVAGANZA** on **July
 1st, 2017** 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 DOLLARS (\$5,000.00)** with the
 balance of **FIVE THOUSAND DOLLARS (\$5,000.00)** 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 **July 8th, 2017**. 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.

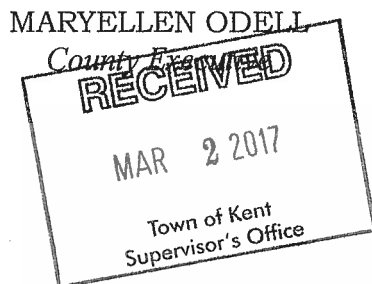
10. **FIREWORKS EXTRAVAGANZA** shall be responsible for all labor to dig mortar holes, set up display pieces and finale racks and to dismantle, clean up and collect debris, including unfired pyrotechnic devices if any, caused by the display the evening of the display. **SPONSOR** will be responsible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

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

"THE GUARDIANS OF FAIRNESS"



LISA A. JOHNSON
County Director- Real Property

Memorandum

DATE: March 1, 2017
TO: Town Supervisors, School Superintendents, & Village Mayors
FROM: Lisa A. Johnson -County Director of Real Property *LJ*
RE: 2017 Contracts

Please sign enclosed contracts and return all 3 originals with resolution attached to:

Putnam County Real Property
40 Gleneida Ave.
Carmel, NY 10512

A completed signed original will be returned for your records.

If you have any questions please call.

PUTNAM COUNTY REAL PROPERTY TAX SERVICE CONTRACT

AGREEMENT MADE THIS 6th DAY OF MARCH BETWEEN: THE TOWN OF KENT REFERRED TO AS THE TOWN AND THE COUNTY OF PUTNAM HAVING ITS PRINCIPAL PLACE OF BUSINESS AT 40 GLENEIDA AVENUE, CARMEL, NEW YORK 10512, HEREINAFTER REFERRED TO AS COUNTY.

THE PARTIES HEREIN AGREE AS FOLLOWS:

- 1) THE COUNTY SHALL PREPARE THE TENTATIVE ASSESSMENT ROLL, FOR THE CALENDAR YEAR OF 2017 AND HAVE IT AVAILABLE ON THE COUNTY WEBSITE TO COMPLY WITH RPTL §1591
- 2) EVERY TRANSFER OF PROPERTY, CHANGE OF ADDRESS, DESCRIPTION OR VALUATION, SPECIAL FRANCHISE, PUBLIC UTILITY, SHALL BE DATA ENTERED BY ASSESSOR OF TOWN OR DESIGNATED STAFF MEMBER.
- 3) AFTER CLOSING OF THE BOOKS ON MARCH 1st, ALL CHANGES SHALL BE ENTERED ON OR BEFORE **APRIL 14th** BY THE TOWN, THIS IS ESSENTIAL SO THAT THE TENTATIVE ASSESSMENT ROLL IS RUN FOR THE MAY 1st DEADLINE.
- 4) ALL GRIEVANCE CHANGES, CORRECTION OF CLERICAL ERRORS, & UNLAWFUL ENTRIES SHALL BE APPROVED BY THE BOARD OF ASSESSMENT REVIEW AND ENTERED BY THE TOWN INTO THE REAL PROPERTY SYSTEM, BACKED UP AND BROUGHT TO THE REAL PROPERTY TAX SERVICE AGENCY NO LATER THAN **JUNE 16th**. FOR FINAL ROLL PROCESSING.
- 5) ALL CHANGES FOR THE SCHOOL TAX PROCESSING SHALL BE SUBMITTED BY **AUGUST 4TH**.
- 6) ALL CHANGES FOR COUNTY AND TOWN TAX ROLLS SHALL BE SUBMITTED BY THE TOWN ON OR BEFORE **NOVEMBER 14th**.
- 7) ALL UNPAIDS TO BE MANUALLY ENTERED BY THE COUNTY MUST BE SUBMITTED BY **NOVEMBER 1ST**, RPSV4 MERGEABLE FILES MUST BE SUBMITTED BY **NOVEMBER 17TH**.
- 8) A SEPARATE AGREEMENT SHALL BE NEGOTIATED FOR THE PROVISIONS OF RPTL §1537, OPTIONAL COUNTY SERVICES.

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

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

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

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

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

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

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

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

READ AND APPROVED BY:

_____ MaryEllen Odell County Executive	DATE: _____ _____ Lisa A. Johnson County Director, R.P.T.S.A.	DATE: 3/1/17
_____ William J. Carlin Commissioner of Finance	DATE: _____ _____ Jennifer S. Bumgarner County Attorney	DATE: _____
_____ Adrienne Lotto Risk Manager	DATE: _____ _____ Maureen Fleming Town Supervisor	DATE: _____