

**TOWN OF KENT
TOWN BOARD MEETING
Tuesday, May 12, 2020**

Executive Session – 6:30 p.m.

To discuss the proposed, pending or current litigation and the financial or employment history of a particular person, or matters leading to the appointment or employment of a particular person.

Public Hearing – 7:00 p.m.

LCFD Contract

Foreclosure of Mortgages and Vacant Property Registration

Workshop/Meeting –

1. Pledge of Allegiance
2. Discussion and Vote on the following:
 - a. Annual Stormwater Report
 - b. Finance – budget transfers
 - c. Highway – advertise for bids for tub grinder and equipment set up for landfill
 - d. Lake Carmel Park District – hiring of seasonal Park Maintenance Helpers, Lake Management Contract
 - e. Code Enforcer – contract to correct violations at 183 Hill and Dale Road
 - f. Prochamps contract
 - g. Fireworks Extravaganza
 - h. Stormwater Management Maintenance Agreement for Putnam Nursing Home and Rehab
 - i. EAP renewal
 - j. Approval of Vouchers and Claims
3. Announcements and Public Comment

THIS MEETING WILL BE CONDUCTED VIRTUALLY

The Town of Kent will be holding its regularly scheduled Town Board meeting on Tuesday, May 12, 2020 at 7:00 p.m. via ZOOM. The meeting will be televised live on the Town of Kent cable channel as well as live-streamed on YouTube. The public can participate via ZOOM, YouTube (sign in to a Google gmail account or create an account in order to make a comment during the meeting on YouTube) or send your comments to supervisor@townofkentny.gov from any email address and the Board will address them during the meeting. Please identify yourself when participating just as you would if you came to the microphone during a regular meeting. Thank you for your cooperation.

ZOOM Information:

Topic: Town Board Meeting May 12, 2020

Time: May 12, 2020 07:00 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/5877083251>

Meeting ID: 587 708 3251

One tap mobile

+19292056099,,5877083251# US (New York)

Dial by your location

+1 929 205 6099 US (New York)

YouTube Link:

[Town of Kent, N.Y. Town Board Meeting May 12, 2020](#)

**FIRE PROTECTION CONTRACT
TOWN OF KENT WITH LAKE CARMEL FIRE DEPARTMENT, INC.**

THIS AGREEMENT made as of the 1st day of January, 2020, 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"); and

WHEREAS, the Fire Department has proposed to provide fire protection, emergency rescue, ambulance and first aid (collectively referred to herein as "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.
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 the Contract; and

WHEREAS, by Resolution dated _____, 2020, after a public hearing, the Town Board of the Town of Patterson 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 2020 calendar year, and the Town agrees on behalf of the District to pay the Fire Department the sum of Nine Hundred and Ninety Thousand and Eight Hundred and Seventy-Nine Dollars (\$990,879) for its services for said year;

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 shall govern the agreement between the parties, and the parties hereto further agree as follows:

SECTION I - EMPLOYMENT

1. The members of the Fire Department, 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 the laws of the State of New York.

2. The Fire Department shall at all times during the period of this contract be subject to call for attendance upon any situation requiring Fire Protection Services occurring in the District. Fire protection shall not include inspections of buildings and properties in the fire protection district. Fire Protection may include but need not be limited to: responding to structure fires, wild land, brush and vegetation fires, fire alarms and carbon monoxide alarms, hazardous materials calls and spills (at an operations level), emergency ambulance services, search and rescue, traffic control at accidents, downed wire calls, gas and other odor calls, and non-emergency assists of homeowners and assistance to vehicle operators.

When notified of a call within the District and when available, the Fire Department shall respond and attend upon the call with appropriate expedience and with suitable equipment and qualified personnel as, in the reasonable judgment of the Fire Chief, shall be necessary. Upon arriving at the scene of the call the firepersons attending shall proceed diligently and as deemed by the Incident Commander to be reasonable and necessary. Provided a system of mutual aid is in place, the failure of the Fire Department to respond to a call, or the failure of the Fire Department to respond to a call when multiple calls arise at or about the same time shall not be a violation of this Contract.

3. By the first day of September of each year, the Fire Department shall provide a copy of its budget for the following year, a fiscal year commencing January 1 to December 31, to the Town. 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.

4. 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 60 days of the end of the Fire Department's fiscal term, it shall submit a copy of its audit report to the Town Board.

5. 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 and arson and background investigation check to the Town Board for approval pursuant to Not-For-Profit 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 in no event later than 30 days after receipt by the

Town Clerk of the submittal of the new member 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 will not violate the terms of Paragraph 6 below.

6. Except as otherwise permitted by law, 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.

7. Pursuant to Not-For-Profit Law Section 1402(f) and within 30 days of the Fire Department's annual elections of officers and directors, the Fire Department shall make and file in the Putnam County Clerk's Office a verified certificate stating the names of the directors and officers of the corporation, containing an inventory of its property, a statement of its liabilities and that the corporation has not engaged, directly or indirectly, in any business other than that set forth in its certificate of incorporation. A copy of same shall be simultaneously filed with the Town Clerk.

8. 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.

SECTION 2-BEST EFFORTS OF FIRE DEPARTMENT

The Fire Department agrees that, at all times, it will 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.

SECTION 3 - TERMS OF EMPLOYMENT

Employment under this Contract shall commence as of January 1, 2020 and shall continue for a period of (1) Year until December 31, 2020.

SECTION 4-COMPENSATION OF FIRE DEPARTMENT

The Town, in consideration of the Fire Department faithfully complying with all the terms and conditions herein set forth, shall pay to the Fire Department and the Fire Department shall accept from the Town the sum designated for each year as set forth above. All monies charged hereunder shall be a charge upon the taxable property located in the Town.

SECTION 5-FIRE DEPARTMENT TO COMPLY WITH LAW

The Fire Department agrees to comply with the provisions of Sections 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 Contract are hereby deemed incorporated herein. Performance under the terms and conditions of this Contract shall be subject to conformance with all applicable laws, rules and regulations in effect as of the date of this Contract including without limitation, the necessary reports and filings to be made under Section 519 of the Not For Profit Law and Sections 30-A and 33a of the General Municipal Law.

SECTION 6-ASSIGNMENT

This Contract may not be assigned by the Fire Department or its right, title and interest therein assigned, transferred, conveyed, sublet or disposed of without the prior consent, in writing, of the Town. In addition, if ambulance service is changed, it shall be responsibility of the Fire Department to notify all resident of the District.

SECTION 7-REMEDIES

This Contract may be terminated upon a material breach which remains uncorrected after thirty (30) days written notice to the Fire Department by the Town sent by certified mail, return receipt requested. Upon termination, the Department shall remit its pro-rata share of that year's contract funds to the Town.

SECTION 8-ENTIRE AGREEMENT

It is understood that this Contract constitutes the entire agreement between the Fire Department and the Town. Should any part of this Contract be declared void by legal ruling, all other parts of this Contract shall remain in effect.

SECTION 9-INSURANCE/INDEMNIFICATION

Except as stated below, the Fire Department, at its own cost and expense, shall provide a policy or policies of insurance customarily required for the operation of volunteer fire department including without limitation a policy of (a) directors and officers insurance covering the Fire Department administration; and (b) general liability insurance providing for insurance coverage in a minimum aggregate amount of Two Million Dollars (\$2,000,000.00) and shall provide additional coverage in said certificate of insurance to include liability products and completed operations. The Fire Department shall provide to the Town certificates of insurance evidencing the aforementioned coverage, naming it as an additional insured which shall contain provisions

indicating that said policies may not be cancelled without at least 30 days-notice to the Fire Department and the Town.

Town shall remain liable for benefits payable under the Volunteer Firefighters' Benefit Law (VFBL) as required by Section 30 of the VFBL. Town shall arrange for coverage of the VFBL benefits, which for the year 2020 shall be \$46,119. Town will deduct such amount from the contract price as to be remitted to the County for the cost of the VFBL.

SECTION 10-NONDISCRIMINATION

During the term of this Contract, the Fire Department agrees that 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 or marital status, except as permitted by law. The Fire Department is subject to possible termination of this Contract and forfeiture of all monies 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 agreement, oral or written, respecting this Contract 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 Contract.

SECTION 15-COUNTERPARTS

This Contract maybe executed in counterparts and when taken together, shall constitute one Contract.

SECTION 16-RESOLUTION

This contract has been approved by a majority of the members of the Fire Department by Resolution adopted in accordance with the Fire Department By-Laws at either a regular or special meeting.

SECTION 17- NOTICES

All notices, requests, demands and other communications required o permitted to be given hereunder shall be in writing, and shall be deemed duly given if delivered by hand or mailed by a registered or certified mail, return receipt requested, to the parties at the the addresses listed above.

SECTION 18- CERTIFICATE OF INCORPORATION AND BY-LAWS

If not already in place, the Fire Department shall amend its Certificate of Incorporation to (a) expand on its purposes section to include reference to emergency ambulance services, (b) provide the authorization solicit donations, (c) provide the power to provide mutual aid services; (d) reduce its territory for response area to the boundaries of Fire Protection District No. 1; (e) list each of its original directors and that each director shall be at least 18 years of age; and (f) to provide for indemnification of its directors, which may alternatively be provided for in its bylaws. The Fire Department shall submit a copy of its By-Laws to the Town in effect for calendar year 2020.

SECTION 19- APPROVAL OF FUNDRAISING ACTIVITIES

The Town hereby authorizes the Fire Department to engage in fundraising activities as it deems necessary, appropriate or convenient.

ATTESTATION CLAUSE

IN WITNESS WHEREOF, the parties have executed this Contract on the date first above written.

THE TOWN OF KENT

LAKE CARMEL FIRE DEPARTMENT, INC.

By: _____
Maureen Fleming, Supervisor

By: _____
_____, President

STATE OF NEW YORK)

ss:

COUNTY OF PUTNAM)

On the ____ day of _____, 2020, before me, the undersigned personally appeared Maureen Fleming, known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me

that he/she/they executed the same in his/her/their capacity(ies), and that by his/her their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

STATE OF NEW YORK)

ss:

COUNTY OF PUTNAM)

On the ____ day of _____, 2020, before me, the undersigned personally appeared _____ known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

LOCAL LAW NO. __ OF THE YEAR 2020

LOCAL LAW CREATING CHAPTER 68 OF THE TOWN CODE OF KENT TO BE ENTITLED, “FORECLOSURE OF MORTGAGES AND VACANT PROPERTY REGISTRY”; REQUIRING THE REGISTRATION AND MAINTENANCE OF CERTAIN REAL PROPERTY BY MORTGAGEES AND VACANT PROPERTY BY OWNERS;

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

Section 1: Name of Chapter:

This Local Law shall be known as: “FORECLOSURE OF MORTGAGES AND VACANT PROPERTY REGISTRY.

Section 2: Purpose.

WHEREAS, the Town Board desires to protect the public health, safety, and welfare of the citizens of the Town of Kent and maintain a high quality of life for the citizens of the Town through the maintenance of structures and properties in the Town; and

WHEREAS, the Town Board recognizes properties subject to foreclosure action or foreclosed upon and vacant properties (hereinafter referred to as “Registrable Properties”) located throughout the Town lead to a decline in community and property value; create nuisances; lead to a general decrease in neighborhood and community aesthetic; create conditions that invite criminal activity; and foster an unsafe and unhealthy environment; and

WHEREAS, the Town Board has already adopted property maintenance codes to regulate building standards for the exterior of structures and the condition of the property as a whole; and

WHEREAS, the Town Board recognizes that, in the best interest of the public health, safety, and welfare, a more regulated method is needed to discourage Registrable Property Owners and Mortgagees from allowing their properties to be abandoned, neglected or left unsupervised; and

WHEREAS, the Town Board has a vested interest in protecting neighborhoods against decay caused by Registrable Property and concludes that it is in the best interests of the health, safety, and welfare of its citizens and residents to impose registration requirements of Registrable Property located within the Town to discourage Registrable Property Owners and Mortgagees from allowing their properties to be abandoned, neglected or left unsupervised.

Section 3. Amendment to Town Code.

The Town Board does hereby amend the Town Code by creating Chapter 68, entitled "Foreclosure Mortgages and Vacant Property, Registration Required" to read as follows.

CHAPTER 68.

FORECLOSURE OF MORTGAGES AND VACANT PROPERTY REGISTRY.

Sec. 68-1. PURPOSE AND INTENT.

It is the purpose and intent of the Town Board to establish a process to address the deterioration, crime, and decline in value of Town neighborhoods caused by property with foreclosing or foreclosed mortgages located within the Town and otherwise abandoned properties, and to identify, regulate, limit and reduce the number of these properties located within the Town. It has been determined that Owner-occupied structures are generally better maintained when compared to vacant structures, even with a diligent off-site property Owner. Vacant structures or structures owned by individuals who are economically strained and unable to meet their mortgage obligations are often not properly or diligently maintained, which contribute to blight, declined property values, and have a negative impact on social perception of the residential areas where they are located. It is the Town Board's further intent to establish a registration program as a mechanism to help protect neighborhoods from becoming blighted through the lack of adequate maintenance of properties that are in Foreclosure or Foreclosed, or otherwise abandoned properties; and to provide a mechanism to avert foreclosure actions through timely intervention, education, or counseling of property Owners.

Sec. 68-2. DEFINITIONS

The following words, terms, and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning.

Code Enforcement Officer shall mean *a* person certified by the State of New York as a Code Enforcement Officer, and a duly authorized representative of the Town of Kent.

Default shall mean that the mortgagor has not complied with the terms of the mortgage on the property, or the promissory note, or other evidence of the debt, referred to in the mortgage.

Enforcement Officer shall mean any law enforcement officer, building official, zoning inspector, code enforcement officer, fire inspector, building inspector, or other person authorized by the Town to enforce the applicable code(s).

Evidence of Vacancy shall mean any condition that on its own, or combined with other conditions present, would lead a reasonable person to believe that the property is vacant. Such conditions may include, but are not limited to: overgrown and/or dead vegetation; past due Utility notices and/or disconnected Utilities; accumulation of trash junk or debris; abandoned vehicles, auto parts and/or materials; the absence of furnishings and/or personal items consistent with habitation or

occupancy; the presence of an unsanitary, stagnant swimming pool; the accumulation of newspapers, circulars, flyers and/or mail; statements by neighbors, passers-by, delivery agents or government agents; and/or the presence of boards over doors, windows or other openings in violation of applicable code.

Foreclosure or Foreclosure Action shall mean the legal process by which a Mortgagee, or other lien holder, terminates or attempts to terminate a property Owner's equitable right of redemption to obtain legal and equitable title to the Real Property pledged as security for a debt or the Real Property subject to the lien. The legal process is not concluded until the property obtained by the Mortgagee, lien holder, or their designee, by certificate of title, or any other means, is sold to a non-related bona fide purchaser in an arm's length transaction to satisfy the debt or lien.

Mortgagee shall mean the creditor, including but not limited to, trustees; mortgage servicing companies; lenders in a mortgage agreement; any agent, servant, or employee of the creditor; any successor in interest; or any assignee of the creditor's rights, interests or obligations under the mortgage agreement; or any other person or entity with the legal right to foreclose on the Real Property, excluding governmental entities.

Owner shall mean every person, entity, or Mortgagee, who alone or severally with others, has legal or equitable title to any Real Property as defined by this Chapter; has legal care, charge, or control of any such property; is in possession or control of any such property; is shown to be the owner or owners on the record of the Town of Kent Assessor's Office; and/or is vested with possession or control of any such property. The Property Manager shall not be considered the Owner.

Property Manager shall mean any party designated by the Owner as responsible for inspecting, maintaining and securing the property as required in this Chapter.

Real Property shall mean any residential or commercial land and/or buildings, leasehold improvements and anything affixed to the land, or portion thereof identified by a property parcel identification number, located in the Town limits.

Registrable Property shall mean:

- (a) Any Real Property located in the Town, whether vacant or occupied, that is encumbered by a mortgage subject to an ongoing Foreclosure Action by the Mortgagee or Trustee, has been the subject of a Foreclosure Action by a Mortgagee or Trustee and a Judgement has been entered, or has been the subject of a Foreclosure sale where the title was transferred to the beneficiary of a mortgage involved in the Foreclosure and any properties transferred under a deed in lieu of foreclosure/sale. The designation of a "foreclosure" property as "registrable" shall remain in place until such time as the property is sold to a non-related bona fide purchaser in an arm's length transaction or the Foreclosure Action has been dismissed; or
- (b) Any property that is vacant for more than thirty (30) days or has been subject to any cancellation of Utility or Service, whichever occurs first.

Registry shall mean a web-based electronic database of searchable Real Property records, used by the Town to allow Mortgagees and Owners the opportunity to register properties and pay applicable fees as required in this Chapter.

Semi-Annual Registration shall mean six (6) months from the date of the first action that requires registration, as determined by the Town, or its designee, and every subsequent six (6) months. The date of the initial registration may be different than the date of the first action that required registration.

Utilities and Services shall mean any utility and/or service that is essential for a building to be habitable and/or perform a service necessary to comply with all Town codes. This includes, but is not limited to, electrical, gas, water, sewer, lawn maintenance, pool maintenance, and snow removal.

Vacant shall mean any parcel of land in the Town that contains any building or structure that is not lawfully occupied.

Sec. 68-3. APPLICABILITY AND JURISDICTION

This Chapter applies to Foreclosing, Foreclosed, and Vacant property within the Town of Kent.

Sec. 68-4. ESTABLISHMENT OF A REGISTRY

In accordance with the provisions of Section 68-6, the Town, or its designee, shall establish a registry cataloging each Registrable Property within the Town, containing the information required by this Chapter.

Sec. 68-5. INSPECTION AND REGISTRATION OF REAL PROPERTY UNDER FORECLOSURE

- (a) Any Mortgagee who holds a mortgage on Real Property located within the Town shall perform an inspection of the property upon default by the mortgagor as evidenced by the filing of a Foreclosure Action.
- (b) Property inspected pursuant to subsection (a) above that remains in Foreclosure shall be inspected every thirty (30) days by the Mortgagee or Mortgagee's designee. If an inspection shows a change in the property's occupancy status the Mortgagee shall, within ten (10) days of that inspection, update the occupancy status of the property registration.
- (c) Within ten (10) days of the date any Mortgagee files a Foreclosure Action, the Mortgagee shall register the Real Property with the Town Registry, and, at the time of registration, indicate whether the property is Vacant, and if so shall designate in writing a Property Manager to inspect, maintain, and secure the Real Property subject to the mortgage under

a Foreclosure Action. A separate registration is required for each property under a Foreclosure Action, regardless of whether it is occupied or vacant.

- (d) Initial registration pursuant to this section shall contain, at a minimum, the name of the Mortgagee, the mailing address of the Mortgagee, email address, telephone number and address of the Property Manager.
- (e) At the time of initial registration, each registrant shall pay a non-refundable Semi-Annual Registration fee in the amount set by resolution the Town Board, as amended from time to time, for each property. Subsequent non-refundable Semi-Annual renewal registrations of properties and fees in the amount set by resolution the Town Board, as amended from time to time, are due within ten (10) days of the expiration of the previous registration. Said fees shall be used to offset the costs of: (1) registration and registration enforcement, (2) code enforcement and mitigation related to Defaulted properties, (3) for any related purposes as may be adopted in the policy set forth in this Chapter. Said fees shall be deposited to a special account in the Town's Building Department dedicated to the cost of implementation and enforcement of this Chapter and fulfilling the purpose and intent of this Chapter. None of the funds provided for in this section shall be utilized for the legal defense of Foreclosure Actions.
- (f) If the mortgage and/or servicing on a Registrable Property is sold or transferred, the new Mortgagee is subject to all the terms of this Chapter. Within ten (10) days of the transfer, the new Mortgagee shall register the property or update the existing registration. The previous Mortgagee(s) will not be released from the responsibility of paying all previous unpaid fees, fines, and penalties accrued during that Mortgagee's involvement with the Registrable Property.
- (g) If the Mortgagee sells or transfers the Registrable Property in a non-arm's length transaction to a related entity or person, the transferee is subject to all the terms of this Chapter. Within ten (10) days of the transfer, the transferee shall register the property or update the existing registration. Any and all previous unpaid fees, fines, and penalties, regardless of who the Mortgagee was at the time registration was required, including, but not limited to, unregistered periods during the Foreclosure process, are the responsibility of the transferee and are due and payable with the updated registration. The previous Mortgagee will not be released from the responsibility of paying all previous unpaid fees, fines, and penalties accrued during that Mortgagee's involvement with the Foreclosed Property.
- (h) If the Foreclosing or Foreclosed Property is not registered, or the registration fee is not paid within thirty (30) days of when the registration or renewal is required pursuant to this section, a late fee equivalent to ten percent (10%) of the Semi-Annual Registration fee shall be charged for every thirty-day period (30), or portion thereof, the property is not registered and shall be due and payable with the registration.

- (i) This section shall also apply to properties that have been the subject of a foreclosure sale where title is transferred to the Mortgagee as well as any properties transferred to the Mortgagee under a deed in lieu of foreclosure or by any other legal means.
- (j) Properties subject to this section shall remain subject to the Semi-Annual Registration requirement, and the inspection, security, and maintenance standards of this section as long as the property remains Registrable Property.
- (k) Failure of the Mortgagee and/or property Owner of record to properly register or to modify the registration to reflect a change of circumstances as required by this Chapter is a violation of this Chapter and shall be subject to enforcement by any of the enforcement means available to the Town.
- (l) If any property is in violation of this Chapter the Town may take the necessary action to ensure compliance with and/or place a lien on the property for the cost of the outstanding obligation and any additional cost incurred to bring the property into compliance.

Sec. 68-7. INSPECTION AND REGISTRATION OF REAL PROPERTY THAT IS NOT SUBJECT TO A MORTGAGE IN FORECLOSURE.

- (a) Any Owner of Vacant property located within the Town shall within ten (10) days after the property becomes Vacant, register the Real Property with the Town Registry.
- (b) Initial registration pursuant to this section shall contain, at a minimum the name of the Owner, the mailing address of the Owner, e-mail address, and telephone number of the Owner, and if applicable, the name and telephone number of the Property Manager and said person's address, e-mail address, and telephone number.
- (c) At the time of initial registration each registrant shall pay a non-refundable Semi-Annual Registration fee the amount set by resolution the Town Board, as amended from time to time, for each Vacant property. Subsequent non-refundable Semi-Annual renewal registrations of Vacant properties and fees in the amount set by resolution the Town Board, as amended from time to time, are due within ten (10) days of the expiration of the previous registration. Said fees shall be used to offset the costs of: (1) registration and registration enforcement, (2) code enforcement and mitigation related to Vacant properties, and (3) for any related purposes as may be adopted in the policy set forth in this Chapter. Said fees shall be deposited to a special account in the Town's Department dedicated to the cost of implementation and enforcement of this local law, and fulfilling the purpose and intent of this Chapter.
- (d) If the property is sold or transferred, the new Owner is subject to all the terms of this Chapter. Within ten (10) days of the transfer, the new Owner shall register the Vacant property or update the existing registration. The previous Owner(s) will not be released from the responsibility of paying all previous unpaid fees, fines, and penalties accrued during that Owner's involvement with the Vacant property.

- (e) If the Vacant property is not registered, or either the registration fee or the Semi-Annual Registration fee is not paid within thirty (30) days of when the registration or Semi-Annual Registration is required pursuant to this section, a late fee shall be equivalent to ten percent (10%) of the Semi-Annual Registration fee shall be charged for every thirty (30) day period, or portion thereof, the property is not registered and shall be due and payable with the registration. This section shall apply to the initial registration and registrations required by subsequent Owners of the Vacant property.
- (f) Properties subject to this section shall remain subject to the Semi-Annual Registration requirement, and the inspection, security, and maintenance standards of this section as long as the property is Vacant.
- (g) Failure of the Owner to properly register or to modify the registration to reflect a change of circumstances as required by this local law is a violation of this Chapter and shall be subject to enforcement by any of the enforcement means available to the Town.
- (h) If any property is in violation of this Chapter the Town may take the necessary action to ensure compliance with and place a lien on the property for the cost of the outstanding obligation and any additional cost incurred to bring the property into compliance.
- (i) Properties registered as a result of this section are not required to be registered again pursuant to the Foreclosure mortgage property section unless such property shall subsequently become subject to a mortgage in foreclosure.

Sec. 68-8. EXEMPTIONS FROM REGISTRATION REQUIREMENTS.

A building which has suffered fire damage or damage caused by extreme weather events shall be exempt from the registration requirement for a period of 180 days (or that time required to settle an active insurance claim) after the date of the fire or extreme weather event, if the property owner submits a request for exemption, in writing, to the Building Inspector. This request shall include the following information supplied by the owner:

- (a). A description of the premises.
- (b) The names and address of the owner or owners.
- (c) A statement of intent to repair and reoccupy the building in an expedient manner, or the intent to demolish the building.

Sec. 68-9. MAINTENANCE REQUIREMENTS

- (a) In addition to the conditions set forth in Chapter 55-A of the town Code regarding Property Maintenance, properties subject to this chapter shall be kept free of weeds, overgrown

brush, dead vegetation, trash, junk, debris, building materials, any accumulation of newspaper circulars, flyers, notices, except those required by federal, state or local law, discarded personal items including, but not limited to, furniture, clothing, large and small appliances, printed material, or any other items that give the appearance that the property is abandoned.

- (b) Registrable Property shall be maintained free of graffiti or similar markings by removal or painting over with an exterior grade paint that matches the color of the exterior structure.
- (c) Front, side, and rear yards, including landscaping, of Registrable Property shall be maintained in accordance with the applicable code(s) at the time registration is required.
- (d) Registrable yard maintenance shall include, but not be limited to, grass, ground covers, bushes, shrubs, hedges or similar plantings, decorative rock or bark or artificial turf/sod. Acceptable maintenance of yards and/or landscape shall not include weeds, gravel, broken concrete, asphalt or similar material.
- (e) Maintenance shall include, but not be limited to, watering, irrigation, cutting and mowing of required ground cover or landscape and removal of all trimmings.
- (f) Pools and spas shall be maintained so the water remains free and clear of pollutants and debris and shall comply with the regulations set forth in the applicable code(s).
- (g) Failure of the Mortgagee, Owner, and transferees to properly maintain the property as required by this Chapter may result in a violation of the applicable code(s) and issuance of a citation or notice of violation in accordance with the applicable code of the Town. Pursuant to a finding and determination by the Town Sheriff, Town Judge or a court of competent jurisdiction, the Town may take the necessary action to ensure compliance with this section.

Sec. 68-10. SECURITY REQUIREMENTS

- (a) Properties subject to these Sections shall be maintained in a secure manner so as not to be accessible to unauthorized persons.
- (b) A “secure manner” shall include, but not be limited to, the closure and locking of windows, doors, gates and other openings of such size that may allow a child to access the interior of the property or structure. Broken windows, doors, gates, and other openings of such size that may allow a child to access the interior of the property or structure must be repaired. Broken windows shall be secured by re-glazing of the window.
- (c) If a property is Registrable, and the property has become vacant or blighted, a Property Manager shall be designated by the Mortgagee and/or Owner to perform the work necessary to bring the property into compliance with the applicable code(s), and the

Property Manager must perform regular inspections to verify compliance with the requirements of this Chapter, and any other applicable laws.

- (d) In addition to the above, the property is required to be secured in accordance with the applicable code(s) of the Town.
- (e) When a foreclosure property subject to this Chapter becomes Vacant, it shall be posted with the name and twenty-four (24) hour contact telephone number of the Property Manager. The Property Manager shall be available to be contacted by the Town Monday through Friday between 9:00 a.m. and 5:00 p.m., legal holidays excepted. The sign shall be placed in a window facing the street and shall be visible from the street. The posting shall be no less than eighteen (18) inches by twenty-four (24) inches and shall be of a font that is legible from a distance of forty-five (45) feet. The posting shall contain the following language with supporting information:

THIS PROPERTY IS MANAGED BY _____.
AND IS INSPECTED ON A REGULAR BASIS. _____.
THE PROPERTY MANAGER CAN BE CONTACTED _____.
BY TELEPHONE AT _____.
OR BY EMAIL AT _____.

- (f) The posting required in subsection (e) above shall be placed on the interior of a window facing the street to the front of the property so that it is visible from the street, or secured to the exterior of the building/structure facing the street to the front of the property so that it is visible from the street or if no such area exists, on a stake of sufficient size to support the posting in a location that is at all times visible from the street to the front of the property but not readily accessible to vandals. Exterior posting shall be constructed of and printed with weather-resistant materials.
- (g) Failure of the Mortgagee and/or property Owner of record to properly inspect and secure a property subject to this Chapter, and post and maintain the signage noted in this section, is a violation and shall be subject to enforcement by any of the enforcement means available to the Town. The Town may take the necessary action to ensure compliance with this section, and recover costs and expenses in support thereof.

Sec. 68-11. PROVISIONS SUPPLEMENTAL

The provisions of this Chapter are cumulative with and in addition to other available remedies. Nothing contained in this Chapter shall prohibit the Town from collecting on fees, fines, and penalties in any lawful manner; or enforcing its codes by any other means, including, but not limited to, injunction, abatement, or as otherwise provided by law or local law

Sec. 68-12. PUBLIC NUISANCE

All Registrable Property is at risk of being a public nuisance and if vacant or blighted can constitute a public nuisance, the abatement of which pursuant to the police power is hereby declared to be necessary for the health, welfare, and safety of the residents of the Town.

Sec. 68-13. ADDITIONAL AUTHORITY

- (a) If the Enforcement Officer has reason to believe that a property subject to the provisions of this Chapter is posing a serious threat to the public health, safety, and welfare, the code Enforcement Officer may temporarily secure the property at the expense of the Mortgagee or Owner, and may bring the violations before the Justice Court as soon as possible to address the conditions of the property. Nothing herein shall limit the Town from abating any nuisance or unsafe condition by any other legal means available to it.
- (b) The Sheriff, Town of Kent Police Department, Code Enforcement Officer, or Justice Court shall have the authority to require the Mortgagee or Owner affected by this section, to implement additional maintenance and/or security measures including, but not limited to, securing any and all doors, windows or other openings, employment of an on-site security guard or other measures as may be reasonably required to help prevent further decline of the property.
- (c) If there is a finding that the condition of the property is posing a serious threat to the public health, safety, and welfare, then the Sheriff, Town of Kent Police Department, Town Board or Justice Court may direct the Town to abate the violations and charge the Mortgagee or Owner with the cost of the abatement.
- (d) If the Mortgagee or Owner does not reimburse the Town for the cost of temporarily securing the property, or of any abatement directed by the Sheriff, Town of Kent Police Department, code enforcement officer, Town Board or Justice Court, within thirty (30) days of the Town sending the Mortgagee or Owner the invoice then the Town may lien the property with such cost, along with an administrative fee as determined in the Town's fee local law to recover the administrative personnel services. In addition to filing a lien the Town may pursue financial penalties against the Mortgagee or Owner. The Town shall maintain a record of the lien against the property in the Building Department records until such lien is satisfied.
- (e) The Town may contract with an entity to implement this Chapter, and, if so, any reference to the Enforcement Officer herein shall include the entity the Town contract with for that purpose.

Sec. 68-14. OPPOSING, OBSTRUCTING ENFORCEMENT OFFICER; PENALTY

Whoever opposes, obstructs or resists any Enforcement Officer or any person authorized by the enforcement office in the discharge of duties as provided in this chapter shall be subject to punishment as provided in the applicable code(s) or a court of competent jurisdiction.

Sec. 68.15 IMMUNITY OF ENFORCEMENT OFFICER

Any Enforcement Officer or any person authorized by the Town to enforce the sections here within shall be immune from prosecution, civil or criminal, for reasonable, good faith entry upon Real Property while in the discharge of duties imposed by this Chapter.

Sec. 68-16. PENALTIES

Unless otherwise provided for in this Chapter, a violation of this Chapter is declared unlawful. Any person who commits or permits any act in violation of any provisions of this chapter shall be deemed to have violated this chapter and to have committed a misdemeanor against the chapter and, shall be liable to the following penalties, following prosecution consistent with the laws of the State of New York:

(a) For each violation of the provisions of this chapter, the person violating the same shall be subject to a fine of not more than _____ hundred dollars (\$_____.) nor less than _____ dollars (\$_____.) or imprisonment not to exceed one (1) year, or to both such fine and imprisonment. Each day that the violation continues shall be a separate offense.

In addition to the above-provided penalties, the Town Board may maintain an action or proceeding in the name of the Town in a court of competent jurisdiction to compel compliance with or to restrain by injunction the violation of this chapter.

Sec. 68-17. AMENDMENTS

Registration fees and penalties outlined in this Article may be modified by resolution, administrative order, or an amendment to this Article, passed and adopted by the Town Board.

Section 3. 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 4: **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: _____, 2020

BY THE ORDER OF THE TOWN BOARD
TOWN OF KENT

MS4 Annual Report Cover Page

MCC form for period ending March 9,

2 0 2 0

This cover page must be completed by the report preparer.

Joint reports require only one cover page.

SPDES ID

N Y R 2 0 A 3 4 6

Choose one:

- ☒ This report is being submitted on behalf of an individual MS4.

Fill in SPDES ID in upper right hand corner.

Name of MS4

T o w n o f K e n t

OR

- ☐ This report is being submitted on behalf of a Single Entity

(Per Part II.E of GP-0-10-002)

Name of Single Entity

OR

- ☐ This is a joint report being submitted on behalf of a coalition.

Provide SPDES ID of each permitted MS4 included in this report. Use page 2 if needed.

Name of Coalition

SPDES ID

N Y R 2 0 A

SPDES ID

N Y R 2 0 A

SPDES ID

N Y R 2 0 A

SPDES ID

N Y R 2 0 A

SPDES ID

N Y R 2 0 A

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SPDES ID

N Y R 2 0 A

MS4 Annual Report Cover Page

MCC form for period ending March 9,

2 0 2 0

Provide SPDES ID of each permitted MS4 included in this report.

SPDES ID

N Y R 2 0 A

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Town of Kent

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[illegible]

MS4 Municipal Compliance Certification(MCC) Form

MCC form for period ending March 9,

2 0 2 0

Name of MS4 Town of Kent

SPDES ID

N Y R 2 0 A 3 4 6

Section 2 - Contact Information

Important Instructions - Please Read

Contact information must be provided for each of the following positions as indicated below:

1. Principal Executive Officer, Chief Elected Official or other qualified individual (per GP-0-08-002 Part VI.J).
2. Duly Authorized Representative (Information for this contact must only be submitted if a Duly Authorized Representative is signing this form)
3. The Local Stormwater Public Contact (required per GP-0-08-002 Part VII.A.2.c & Part VIII.A.2.c).
4. The Stormwater Management Program (SWMP) Coordinator (Individual responsible for coordination/implementation of SWMP).
5. Report Preparer (Consultants may provide company name in the space provided).

A separate sheet must be submitted for each position listed above unless more than one position is filled by the same individual. If one individual fills multiple roles, provide the contact information once and check all positions that apply to that individual.

If a new Duly Authorized Representative is signing this report, their contact information must be provided and a signature authorization form, signed by the Principal Executive Officer or Chief Elected Official must be attached.

For each contact, select all that apply:

- ☒ Principal Executive Officer/Chief Elected Official
- ☐ Duly Authorized Representative
- ☐ Local Stormwater Public Contact
- ☐ Stormwater Management Program (SWMP) Coordinator
- ☐ Report Preparer

First Name

M a u r e e n

MI

Last Name

F l e m i n g

Title

S u p e r v i s o r

Address

2 5 S y b i l ' s C r o s s i n g

City

K e n t L a k e s

State

N Y

Zip

1 0 5 1 2 -

eMail

m f l e m i n g @ t o w n o f k e n t n y . g o v

Phone

(8 4 5) 2 2 5 - 3 9 4 3

County

P u t n a m

MS4 Municipal Compliance Certification (MCC) Form

MCC form for period ending March 9, 2 0 2 0

Name of MS4 Town of Kent

SPDES ID

N Y R 2 0 A 3 4 6

Section 3 - Partner Information

Did your MS4 work with partners/coalition to complete some or all permit requirements during this reporting period?

☒ Yes ☐ No

If Yes, complete information below.

Submit a separate sheet for each partner. Information provided in other formats will not be accepted. If your MS4 cooperated with a coalition, submit one sheet with the name of the coalition. It is not necessary to include a separate sheet for each MS4 in the coalition.

If No, proceed to Section 4 - Certification Statement.

Partner/Coalition Name

E a s t o f H u d s o n C o r p o r a t i o n

Partner/Coalition Name (con't.)

SPDES Partner ID - If applicable

N Y R 2 0

Address

P O B o x 1 7 6

City

P a t t e r s o n

State

N Y

Zip

1 2 5 6 3 -

eMail

w w w . e o h w c . o r g

Phone

(8 4 5) 3 1 9 - 6 3 4 9

Legally Binding Agreement in accordance

with GP-0-08-002 Part IV.G.? ☒ Yes ☐ No

What tasks/responsibilities are shared with this partner (e.g. MM1 School Programs or Multiple Tasks)?

☐ MM1

☐ MM2

☐ MM3

☐ MM4

☒ MM5 S t o r m w a t e r R e t r o f i t s

☐ MM6

Additional tasks/responsibilities

- ☐ Watershed Improvement Strategy Best Management Practices required for MS4s in impaired watersheds included in GP-0-08-002 Part IX.

MS4 Municipal Compliance Certification(MCC) Form

MCC form for period ending March 9,

2 0 2 0

Name of MS4 Town of Kent

SPDES ID

N Y R 2 0 A 3 4 6

Section 4 - Certification Statement

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

This form must be signed by either a principal executive officer or ranking elected official, or duly authorized representative of that person as described in GP-0-08-002 Part VI.J.

First Name

M a u r e e n

MI

Last Name

F l e m i n g

Title (Clearly print title of individual signing report)

S u p e r v i s o r

Signature

Date

/ /

Send completed form and any attachments to the DEC Central Office at:

MS4 Permit Coordinator
Division of Water
4th Floor
625 Broadway
Albany, New York 12233-3505

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

2	0	2	0
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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition	Town of Kent
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SPDES ID

N	Y	R	2	0	A	3	4	6
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Water Quality Trends

The information in this section is being reported (check one):

- ☒ On behalf of an individual MS4
☐ On behalf of a coalition

How many MS4s are contributed to this report?

1. Has this MS4/Coalition produced any reports documenting water quality trends related to stormwater? If not, answer No and proceed to Minimum Control Measure One.

If Yes, choose one of the following

☐ Yes ☒ No

- ☐ Report(s) attached to the annual report
- ☐ Web Page(s) where report(s) is/are provided below

Please provide specific address of page where report(s) can be accessed - not home page.

URL

[illegible]

URL

[illegible]

URL

[illegible]

URL

[illegible]

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

2 0 2 0

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

Town of Kent

SPDES ID

N Y R 2 0 A 3 4 6

Minimum Control Measure 1. Public Education and Outreach

The information in this section is being reported (check one):

☒ On behalf of an individual MS4☐ On behalf of a coalition

How many MS4s contributed to this report?

1 0

1. Targeted Public Education and Outreach Best Management Practices

Check all topics that were included in Education and Outreach during this reporting period:

☒ Construction Sites☒ General Stormwater Management Information☐ Household Hazardous Waste Disposal☒ Illicit Discharge Detection and Elimination☒ Infrastructure Maintenance☐ Smart Growth☐ Storm Drain Marking☐ Green Infrastructure/Better Site Design/Low Impact Development☒ Other:☒ Pesticide and Fertilizer Application☐ Pet Waste Management☒ Recycling☒ Riparian Corridor Protection/Restoration☒ Trash Management☐ Vehicle Washing☐ Water Conservation☒ Wetland Protection☐ None

P h o s p h o r u s R e d u c t i o n

Other

2. Specific audiences targeted during this reporting period:

☒ Public Employees☒ Contractors☒ Residential☒ Developers☒ Businesses☒ General Public☐ Restaurants☐ Industries☒ Other:☐ Agricultural

L a k e A s s o c i a t i o n s

Other

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,	2	0	2	0
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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

Town of Kent

SPDES ID

N	Y	R	2	0	A	3	4	6
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3. What strategies did your MS4/Coalition use to achieve education and outreach goals during this reporting period? Check all that apply:

● Construction Site Operators Trained

Trained

				4
--	--	--	--	---

© Direct Mailings

Mailings

--	--	--	--	--

● Kiosks or Other Displays

Locations

				2
--	--	--	--	---

○ List-Serves

In List

--	--	--	--	--	--

© Mailing List

In List

--	--	--	--

○ Newspaper Ads or Articles

Days Run

--	--	--	--	--	--

Public Events/Presentations

Attendees

		5	1	0
--	--	---	---	---

© School Program

Attendees

--	--	--	--	--

© TV Spot/Program

Days Run

--	--	--	--

● Printed Materials:

Total # Distributed

	1	1	2
--	---	---	---

Locations (e.g. libraries, town offices, kiosks)

[illegible]

☐ Other:

[illegible]

● **Web Page:** Provide specific web addresses - not home page. Continue on next page if additional space is needed.

URL

[illegible]

URL

[illegible]

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

Town of Kent

SPDES ID

N	Y	R	2	0	A	3	4	6
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3. Web Page con't.: Provide specific web addresses - not home page.

URL

[illegible]

URL

[illegible]

URL

[illegible]

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[illegible]

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

2	0	2	0
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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

SPDES ID

N	Y	R	2	0	A	3	4	6
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4. Evaluating Progress Toward Measurable Goals MCM 1

Use this page to report on your progress and project plans toward achieving measurable goals identified in your Stormwater Management Program Plan (SWMP), including requirements in Part III.C.1. Submit additional pages as needed.

A. Briefly summarize the Measurable Goal identified in the SWMP in this reporting period.

Pamphlets, brochures and printed materials are located in the Town Hall as well as the Town Library. The materials emphasize general stormwater information, septic system care and maintenance and phosphorous reduction practices. The town maintains a dedicated web site for stormwater related information as well as a second lake association site which contains a substantial number of links and information which can be read and downloaded. .

B. Briefly summarize the observations that indicated the overall effectiveness of this Measurable Goal.

There were a total of 112 brochures that were distributed within the last reporting period and 510 people attended town board, planning board, lake association and planning department where meetings where stormwater practices, plans and designs were discussed. The town stormwater and lake association websites provided a continual source of information to the public regarding stormwater issues as well as links so that residents may obtain detailed information..

C. How many times was this observation measured or evaluated in this reporting period?

			2
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(ex. : samples/ participant s/ event s)

D. Has your MS4 made progress toward this Measurable Goal during this reporting period?

☒ Yes ☐ No

E. Is your MS4 on schedule to meet the deadline set forth in the SWMP?

☒ Yes ☐ No

F. Briefly summarize the stormwater activities planned to meet the goals of this MCM during the next reporting cycle (including an implementation schedule).

All boards and committees will continue to have public meetings The lake association will be working with the Kent Arts on the Lake on a resident photography contest focusing on the community lakes and public education which will be shared in a public video on the town cable channel. The town will continue monthly meetings in which the town professional land use consultants are available to residents to answer development and stormwater related questions.

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

2 0 2 0

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

Town of Kent

SPDES ID

N Y R 2 0 A 3 4 6

Minimum Control Measure 2. Public Involvement/Participation

The information in this section is being reported (check one):

☒ On behalf of an individual MS4☐ On behalf of a coalition

How many MS4s contributed to this report?

1 1 1

1. What opportunities were provided for public participation in implementation, development, evaluation and improvement of the Stormwater Management Program (SWMP) Plan during this reporting period? Check all that apply:

☒ Cleanup Events

Events

1

☐ Comments on SWMP Received

Comments

☒ Community Hotlines

Phone #

(8 4 5)

2 2 5

- 3 9 0 0

Phone #

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-

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Phone #

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-

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Phone #

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Phone #

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Phone #

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☒ Community Meetings

Attendees

3 9 5

☐ Plantings

Sq. Ft.

☐ Storm Drain Markings

Drains

☒ Stakeholder Meetings

Attendees

1 1 5

☐ Volunteer Monitoring

Events

☐ Other:

2. Was public notice of availability of this annual report and Stormwater Management Program (SWMP) Plan provided?

☒ Yes ☐ No☐ List-Serve

In List

☐ Newspaper Advertising

Days Run

☐ TV/Radio Notices

Days Run

☒ Other:

T o w n B o a r d A g e n d a

☒ Web Page URL: Enter URL(s) on the following two pages.

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

2	0	2	0
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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

Town of Kent

SPDES ID

N	Y	R	2	0	A	3	4	6
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2. URL(s) con't.:

Please provide specific address(es) where notice(s) can be accessed - not home page.

URL

[illegible]

URL

[illegible]

URL

[illegible]

URL

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MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition	Town of Kent
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SPDES ID

N	Y	R	2	0	A	3	4	6
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2. URL(s) con't.:

Please provide specific address(es) where notices can be accessed - not home page.

URL

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MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2020

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition	Town of Kent
-----------------------	--------------

SPDES ID

N	Y	R	2	0	A	3	4	6
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3. Where can the public access copies of this annual report, Stormwater Management Program (SWMP) Plan and submit comments on those documents?

Enter address/contact info and select radio button to indicate which document is available and whether comments may be submitted at that location. Submit additional pages as needed.

● MS4/Coalition Office

● Annual Report ● SWMP Plan ● Comments

Department

[illegible]

Address	Value	Comment
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00000001	00000000	
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© Library

☐ Annual Report ☐ SWMP Plan ☐ Comments

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City

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Phone

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☐ Other

☒ Annual Report
 ☒ SWMP Plan
 ☒ Comments

Address

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☒ Annual Report ☐ SWMP Plan ☐ Comments

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Please provide specific address of page where report can be accessed - not home page.

© eMail

C Comments

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MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

Town of Kent																			
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SPDES ID

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4.a. If this report was made available on the internet, what date was it posted?

Leave blank if this report was not posted on the internet.

0	5
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1	2
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2	0	2	0
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4.b. For how many days was/will this report be posted?

3	6	5
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If submitting a report for single MS4, answer 5.a.. If submitting a joint report, answer 5.b..

5.a. Was an Annual Report public meeting held in this reporting period? ☒ Yes ☐ No

If Yes, what was the date of the meeting?

0	5
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1	2
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2	0	2	0
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If No, is one planned?

☐ Yes ☐ No

5.b. Was an Annual Report public meeting held for all MS4s contributing to this report during this reporting period?

☒ Yes ☐ No

If No, is one planned for each?

☐ Yes ☐ No

6. Were comments received during this reporting period?

☐ Yes ☒ No

If Yes, attach comments, responses and changes made to SWMP in response to comments to this report.

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

Town of Kent

SPDES ID

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7. Evaluating Progress Toward Measurable Goals MCM 2

Use this page to report on your progress and project plans toward achieving measurable goals identified in your Stormwater Management Program Plan (SWMP), including requirements in Part III.C.1. Submit additional pages as needed.

A. Briefly summarize the Measurable Goal identified in the SWMP in this reporting period.

Proposals and applications before the Town Board, Planning Board and Zoning Board of Appeals are open to the public as are the town consultants meetings and lake association meetings. The Town Beautification Committee has taken on the task of an annual clean up day in which floatables such as litter and debris are removed through town-wide volunteer cooperation. The lake association continues to provide a public opportunity to participate in stormwater and water quality issues.

B. Briefly summarize the observations that indicated the overall effectiveness of this Measurable Goal.

Several hundred residents participated in the town-wide clean up event in which litter and debris were collected. In addition, over 100 people attended various community meetings and forums. The annual report was presented at public meeting (zoom format) and was televised to town residents. .

C. How many times was this observation measured or evaluated in this reporting period?

			2
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(ex. : samples/ participant/ event s)

D. Has your MS4 made progress toward this measurable goal during this reporting period?

☒ Yes ☐ No

E. Is your MS4 on schedule to meet the deadline set forth in the SWMP?

☒ Yes ☐ No

F. Briefly summarize the stormwater activities planned to meet the goals of this MCM during the next reporting cycle (including an implementation schedule).

All public meetings will continue with the Town Board, Zoning Board and Planning Board Monthly consultant meetings will also continue. All meetings provide forums for public participation. Monthly lake association meetings are held on Saturday mornings and are open to the public. Participation in CSLAP lake testing programs has increased with several lakes also on the waiting list.

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

Town of Kent

SPDES ID

N	Y	R	2	0	A	3	4	6
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Minimum Control Measure 3. Illicit Discharge Detection and Elimination

The information in this section is being reported (check one):

- ☒ On behalf of an individual MS4
☐ On behalf of a coalition

How many MS4s contributed to this report?

1. Enter the number and approx. percent of outfalls mapped:

		5	5	0
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 #

1	0	0
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 %
2. How many of these outfalls have been screened for dry weather discharges during this reporting period (outfall reconnaissance inventory)?

2	5	0
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- 3.a. What types of generating sites/sewersheds were targeted for inspection during this reporting period?

2	5	0
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- | | |
|--|--|
| <input type="radio"/> Auto Recyclers | <input type="radio"/> Landscaping (Irrigation) |
| <input checked="" type="radio"/> Building Maintenance | <input type="radio"/> Marinas |
| <input type="radio"/> Churches | <input type="radio"/> Metal Plateing Operations |
| <input type="radio"/> Commercial Carwashes | <input checked="" type="radio"/> Outdoor Fluid Storage |
| <input type="radio"/> Commercial Laundry/Dry Cleaners | <input checked="" type="radio"/> Parking Lot Maintenance |
| <input checked="" type="radio"/> Construction Vehicle Washouts | <input type="radio"/> Printing |
| <input type="radio"/> Cross-Connections | <input type="radio"/> Residential Carwashing |
| <input type="radio"/> Distribution Centers | <input checked="" type="radio"/> Restaurants |
| <input checked="" type="radio"/> Food Processing Facilities | <input type="radio"/> Schools and Universities |
| <input type="radio"/> Garbage Truck Washouts | <input checked="" type="radio"/> Septic Maintenance |
| <input type="radio"/> Hospitals | <input type="radio"/> Swimming Pools |
| <input type="radio"/> Improper RV Waste Disposal | <input checked="" type="radio"/> Vehicle Fueling |
| <input type="radio"/> Industrial Process Water | <input checked="" type="radio"/> Vehicle Maint./Repair Shops |
| <input type="radio"/> Other: | <input type="radio"/> None |

[illegible]

- **Sewersheds:**

[illegible]

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

Town of Kent

SPDES ID

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3.b. What types of illicit discharges have been found during this reporting period?

- ☐ Broken Lines From Sanitary Sewer
☐ Cross Connections
☒ Failing Septic Systems
☐ Floor Drains Connected To Storm Sewers
☒ Illegal Dumping
☐ Other:
- ☐ Industrial Connections
☐ Inflow/Infiltration
☐ Pump Station Failure
☐ Sanitary Sewer Overflows
☐ Straight Pipe Sewer Discharges
☐ None

[illegible]

4. How many illicit discharges/potential illegal connections have been detected during this reporting period?

		4
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5. How many illicit discharges have been confirmed during this reporting period?

	4
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6. How many illicit discharges/illegal connections have been eliminated during this reporting period?

		4
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7. Has the storm sewershed mapping been completed in this reporting period?
If No, approximately what percent was completed in this reporting period?

- ☒ Yes ☐ No

			%
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8. Is the above information available in GIS?

- ☒ Yes ☐ No

Is this information available on the web?

- ☐ Yes ☒ No

If Yes, provide URL(s):

Please provide specific address of page where map(s) can be accessed - not home page.

URL

[illegible]

URL

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MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition	Town of Kent
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SPDES ID

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8. URL(s) con't.:

Please provide specific address of page where map(s) can be accessed - not home page

URL

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[illegible]

9. Has an IDDE law been adopted for each traditional MS4 and/or have IDDE procedures been approved for all non-traditional MS4s contributing to this report? ☒ Yes ☐ No
10. If Yes, has every traditional MS4 contributing to this report certified that this law is equivalent to the NYS Model IDDE Law? ☒ Yes ☐ No ☐ NT
11. What percent of staff in relevant positions and departments has received IDDE training?

1	0	0	%
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MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

Town of Kent

SPDES ID

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12. Evaluating Progress Toward Measurable Goals MCM 3

Use this page to report on your progress and project plans toward achieving measurable goals identified in your Stormwater Management Program Plan (SWMPP), including requirements in Part III.C.1. Submit additional pages as needed.

A. Briefly summarize the Measurable Goal identified in the SWMPP in this reporting period.

250 dry weather outfall inspections were conducted in the reporting period associated with catch basin inspections and cleaning. Four illicit discharges were detected during the reporting period which were the result of failing septic systems. The illicit discharges were referred to the Health Department and corrected.

B. Briefly summarize the observations that indicated the overall effectiveness of this Measurable Goal.

The Town Building Inspector and the Town Highway Department continue to conduct outfall inspection and investigate illicit discharges. Field inspection and detection methods to identify potential illicit discharges continue to be conducted. Employee and contractor training has continued to be available at consultants meetings.

C. How many times was this observation measured or evaluated in this reporting period?

			2
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(ex : sampl es/ part i ci pant s/ event s)

D. Has your MS4 made progress toward this measurable goal during this reporting period?

☒ Yes ☐ No

E. Is your MS4 on schedule to meet the deadline set forth in the SWMPP?

☒ Yes ☐ No

F. Briefly summarize the stormwater activities planned to meet the goals of this MCM during the next reporting cycle (including an implementation schedule).

The Town will continue to inspect at least 20% of the outfalls annually and also report and seek correction for all illicit discharges. Files and records will be maintained and training will continue to be available as part of the regular meetings held by the town's consultants.

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

SPDES ID

Name of MS4/Coalition

Town of Kent

Minimum Control Measures 4 and 5.Construction Site and Post-Construction Control

The information in this section is being reported (check one):

☒ On behalf of an individual MS4

☐ On behalf of a coalition

How many MS4s contributed to this report?

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1a. Has each MS4 contributing to this report adopted a law, ordinance or other regulatory mechanism that provides equivalent protection to the NYS SPDES General Permit for Stormwater Discharges from Construction Activities? ☒ Yes ☐ No

1b. Has each Town, City and/or Village contributing to this report documented that the law is equivalent to a NYSDEC Sample Local Law for Stormwater Management and Erosion and Sediment Control through either an attorney certification or using the NYSDEC Gap Analysis Workbook? ☒ Yes ☐ No ☐ NT

If Yes, Towns, Cities and Villages provide date of equivalent NYS Sample Local Law.

☒ 09/2004 ☐ 03/2006 ☐ NT

2. Does your MS4/Coalition have a SWPPP review procedure in place? ☒ Yes ☐ No

3. How many Construction Stormwater Pollution Prevention Plans (SWPPPs) have been reviewed in this reporting period?

		7
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4. Does your MS4/Coalition have a mechanism for receipt and consideration of public comments related to construction SWPPPs? ☒ Yes ☐ No ☐ NT

If Yes, how many public comments were received during this reporting period?

		0
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5. Does your MS4/Coalition provide education and training for contractors about the local SWPPP process? ☒ Yes ☐ No

6. Identify which of the following types of enforcement actions you used during the reporting period for construction activities, indicate the number of actions, or note those for which you do not have authority:

<input checked="" type="radio"/> Notices of Violation	#				6	<input type="radio"/> No Authority
<input checked="" type="radio"/> Stop Work Orders	#				1	<input type="radio"/> No Authority
<input type="radio"/> Criminal Actions	#					<input type="radio"/> No Authority
<input type="radio"/> Termination of Contracts	#					<input type="radio"/> No Authority
<input type="radio"/> Administrative Fines	#					<input type="radio"/> No Authority
<input type="radio"/> Civil Penalties	#					<input type="radio"/> No Authority
<input type="radio"/> Administrative Orders	#					<input type="radio"/> No Authority
<input checked="" type="radio"/> Enforcement Actions or Sanctions	#			1	1	
<input type="radio"/> Other	#					<input type="radio"/> No Authority

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

Town of Kent

SPDES ID

N	Y	R	2	0	A	3	4	6
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Minimum Control Measure 4. Construction Site Stormwater Runoff Control

The information in this section is being reported (check one):

- ☒ On behalf of an individual MS4
☐ On behalf of a coalition

How many MS4s contributed to this report?

1	
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1. How many construction projects have been authorized for disturbances of one acre or more during this reporting period?

		1
--	--	---

2. How many construction projects disturbing at least one acre were active in your jurisdiction during this reporting period?

		1
--	--	---

3. What percent of active construction sites were inspected during this reporting period? ☐ NT

1	0	0
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 %

4. What percent of active construction sites were inspected more than once? ☐ NT

1	0	0
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 %

5. Do all inspectors working on behalf of the MS4s contributing to this report use the NYS Construction Stormwater Inspection Manual?

☒ Yes ☐ No ☐ NT

6. Does your MS4/Coalition provide public access to Stormwater Pollution Prevention Plans (SWPPPs) of construction projects that are subject to MS4 review and approval?

☒ Yes ☐ No ☐ NT

If your MS4 is Non-Traditional, are SWPPPs of construction projects made available for public review?

☐ Yes ☐ No

If Yes, use the following page to identify location(s) where SWPPPs can be accessed.

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2020

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition	Town of Kent
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SPDES ID

N	Y	R	2	0	A	3	4	6
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6. con't.:

Submit additional pages as needed.

MS4/Coalition Office

Department

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Address

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City

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Phone

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© Library

Address

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City

[illegible]

Phone

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☐ Other

Address

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City

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Phone

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○ Web Page URL(s): Please provide specific address where SWPPPs can be accessed - not home page.

URL

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MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

Town of Kent

SPDES ID

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7. Evaluating Progress Toward Measurable Goals MCM 4

Use this page to report on your progress and project plans toward achieving measurable goals identified in your Stormwater Management Program Plan (SWMPP), including requirements in Part III.C.1. Submit additional pages as needed.

A. Briefly summarize the Measurable Goal identified in the SWMPP in this reporting period.

All projects are reviewed under the enhanced phosphorus compliance standards utilizing the NYSDEC Stormwater Design Manual as well as the most recent NYSDEC Erosion and Sediment control manual ("Blue Book"). All projects with greater than 5,000 square feet of disturbance are required to file a SWPPP which is reviewed by the Town Engineer. All sites with stormwater permits are inspected at least once or more .

B. Briefly summarize the observations that indicated the overall effectiveness of this Measurable Goal.

All reviews and inspections are conducted by the town engineer and SMO in accordance with local, NYCDEP and NYSDEC permit requirements and protocols. Construction projects in which there is more than 5,000 square feet of land disturbance were reviewed and SWPPP's were required on all projects. Required inspections of each site were conducted in order to ensure compliance with the permit conditions.

C. How many times was this observation measured or evaluated in this reporting period?

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(ex. : sampl es/ part i ci pant s/ event s)

D. Has your MS4 made progress toward this measurable goal during this reporting period?

☒ Yes ☐ No

E. Is your MS4 on schedule to meet the deadline set forth in the SWMPP?

☒ Yes ☐ No

F. Briefly summarize the stormwater activities planned to meet the goals of this MCM during the next reporting cycle (including an implementation schedule).

The Town if Kent will continue to review all applications, Construction activities which have 5,000 square feet or greater land disturbance will be required to submit appropriate SWPPP's and if land disturbance is greater than one acre SWPPP's include post-construction practices. Site inspections will continue to be conducted in compliance with all permit requirements.

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

Town of Kent

SPDES ID

N Y R 2 0 A 3 4 6

Minimum Control Measure 5. Post-Construction Stormwater Management

The information in this section is being reported (check one):

☒ On behalf of an individual MS4☐ On behalf of a coalition

How many MS4s contributed to this report?

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1. How many and what type of post-construction stormwater management practices has your MS4/Coalition inventoried, inspected and maintained in this reporting period?

	# Inventoried	# Inspections	# Times Maintained									
<input type="radio"/> Alternative Practices	<table><tr><td></td><td></td><td></td></tr></table>				<table><tr><td></td><td></td><td></td></tr></table>				<table><tr><td></td><td></td><td></td></tr></table>			
<input checked="" type="radio"/> Filter Systems	<table><tr><td></td><td></td><td></td></tr></table>				<table><tr><td></td><td></td><td>4</td></tr></table>			4	<table><tr><td></td><td></td><td>4</td></tr></table>			4
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<input checked="" type="radio"/> Infiltration Basins	<table><tr><td></td><td></td><td></td></tr></table>				<table><tr><td></td><td></td><td>1</td></tr></table>			1	<table><tr><td></td><td></td><td>1</td></tr></table>			1
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<input checked="" type="radio"/> Open Channels	<table><tr><td></td><td></td><td></td></tr></table>				<table><tr><td>2</td><td>1</td><td>6</td></tr></table>	2	1	6	<table><tr><td></td><td>5</td><td>0</td></tr></table>		5	0
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<input type="radio"/> Wetlands	<table><tr><td></td><td></td><td></td></tr></table>				<table><tr><td></td><td></td><td></td></tr></table>				<table><tr><td></td><td></td><td></td></tr></table>			
<input checked="" type="radio"/> Other	<table><tr><td></td><td></td><td></td></tr></table>				<table><tr><td></td><td></td><td>8</td></tr></table>			8	<table><tr><td></td><td></td><td>8</td></tr></table>			8
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		8										

2. Do you use an electronic tool (e.g. GIS, database, spreadsheet) to track post-construction BMPs, inspections and maintenance? ☒ Yes ☐ No

3. What types of non-structural practices have been used to implement Low Impact Development/Better Site Design/Green Infrastructure principles?

- ☐ Building Codes ☒ Municipal Comprehensive Plans
☐ Overlay Districts ☒ Open Space Preservation Program
☒ Zoning ☒ Local Law or Ordinance
☐ None ☒ Land Use Regulation/Zoning
☒ Watershed Plans ☐ Other Comprehensive Plan

☒ Other:

P	l	a	n	n	i	n	g	B	o	a	r	d	R	e	v	i	e	w	P	r	o	c	e	s	s
---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

2	0	2	0
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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

Town of Kent

SPDES ID

N	Y	R	2	0	A	3	4	6
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4a. Are the MS4s contributing to this report involved in a regional/watershed wide planning effort?

☒ Yes ☐ No

4b. Does the MS4 have a banking and credit system for stormwater management practices?

☐ Yes ☒ No

4c. Do the SWMP Plans for each MS4 contributing to this report include a protocol for evaluation and approval of banking and credit of alternative siting of a stormwater management practice?

☐ Yes ☒ No

4d. How many stormwater management practices have been implemented as part of this system in this reporting period?

		1
--	--	---

5. What percent of municipal officials/MS4 staff responsible for program implementation attended training on Low Impace Development (LID), Better Site Design (BSD) and other Green Infrastructure principles in this reporting period?

	1	5
--	---	---

 %

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

2	0	2	0
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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

Town of Kent

SPDES ID

N	Y	R	2	0	A	3	4	6
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6. Evaluating Progress Toward Measurable Goals MCM 5

Use this page to report on your progress and project plans toward achieving measurable goals identified in your Stormwater Management Program Plan (SWMPP), including requirements in Part III.C.1. Submit additional pages as needed.

A. Briefly summarize the Measurable Goal identified in the SWMPP in this reporting period.

The Town of Kent continues to inspect all stormwater practices as per NYSDEC/East of Hudson requirements. Required maintenance is conducted by the town Highway, Parks and Recreation and Lake Carmel Park District staff. Reports detailing inspections conducted on East of Hudson projects are submitted annually.

B. Briefly summarize the observations that indicated the overall effectiveness of this Measurable Goal.

19 stormwater practices were inspected and maintained during the reporting period. The 8 practices indicated as "other" above were detention basins. In addition, 216 miles of open channels and swales were inspected and 50 miles were maintained as required.

C. How many times was this observation measured or evaluated in this reporting period?

			2
--	--	--	---

(ex. : sampl es/ part i ci pant s/ event s)

D. Has your MS4 made progress toward this measurable goal during this reporting period?

☒ Yes ☐ No

E. Is your MS4 on schedule to meet the deadline set forth in the SWMPP?

☒ Yes ☐ No

F. Briefly summarize the stormwater activities planned to meet the goals of this MCM during the next reporting cycle (including an implementation schedule).

All post-construction stormwater structures will be inspected as required and on a regularly scheduled basis. Work will be conducted by the Highway Department, the Lake Carmel Park District and the Town of Kent Parks and Recreation Department.

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

2 0 2 0

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Name of MS4/Coalition

Town of Kent

SPDES ID

N Y R 2 0 A 3 4 6

Minimum Control Measure 6. Stormwater Management for Municipal Operations

The information in this section is being reported (check one):

☒ On behalf of an individual MS4☐ On behalf of a coalition

How many MS4s contributed to this report?

1

1. Choose/list each municipal operation/facility that contributes or may potentially contribute Pollutants of Concern to the MS4 system. For each operation/facility indicate whether the operation/facility has been addressed in the MS4's/Coalition's Stormwater Management Program(SWMP) Plan and whether a self-assessment has been performed during the reporting period. A self-assessment is performed to: 1) determine the sources of pollutants potentially generated by the permittee's operations and facilities; 2) evaluate the effectiveness of existing programs and 3) identify the municipal operations and facilities that will be addressed by the pollution prevention and good housekeeping program, if it's not done already.

<u>Operation/Activity/Facility</u>	<u>Addressed in SWMP?</u>		<u>Self-Assessment</u> <u>Operation/Activity/Facility</u> <u>performed within the past 3</u> <u>years?</u>
Street Maintenance.....	<input checked="" type="radio"/> Yes	<input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
Bridge Maintenance.....	<input type="radio"/> Yes	<input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No
Winter Road Maintenance.....	<input checked="" type="radio"/> Yes	<input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
Salt Storage.....	<input checked="" type="radio"/> Yes	<input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
Solid Waste Management.....	<input checked="" type="radio"/> Yes	<input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
New Municipal Construction and Land Disturbance..	<input checked="" type="radio"/> Yes	<input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
Right of Way Maintenance.....	<input checked="" type="radio"/> Yes	<input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
Marine Operations.....	<input type="radio"/> Yes	<input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No
Hydrologic Habitat Modification.....	<input type="radio"/> Yes	<input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No
Parks and Open Space.....	<input checked="" type="radio"/> Yes	<input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
Municipal Building.....	<input checked="" type="radio"/> Yes	<input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
Stormwater System Maintenance.....	<input checked="" type="radio"/> Yes	<input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
Vehicle and Fleet Maintenance.....	<input checked="" type="radio"/> Yes	<input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
Other.....	<input type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

2 0 2 0

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

Town of Kent

SPDES ID

N Y R 2 0 A 3 4 6

2. Provide the following information about municipal operations good housekeeping programs:

● Parking Lots Swept (Number of acres X Number of times swept)

Acres 1 0

● Streets Swept (Number of miles X Number of times swept)

Miles 3 2 4

● Catch Basins Inspected and Cleaned Where Necessary

9 1 2

● Post Construction Control Stormwater Management Practices
Inspected and Cleaned Where Necessary

1 9

○ Phosphorus Applied In Chemical Fertilizer

Lbs. 0

● Nitrogen Applied In Chemical Fertilizer

Lbs. 2 0

○ Pesticide/Herbicide Applied

Acres 0 .

(Number of acres to which pesticide/herbicide was applied X Number of
times applied to the nearest tenth.)3. How many stormwater management trainings have been provided to municipal employees
during this reporting period?

1

4. What was the date of the last training?

0 2 / 2 8 / 2 0 1 9

5. How many municipal employees have been trained in this reporting period?

1 0

6. What percent of municipal employees in relevant positions and departments receive
stormwater management training?

8 0 %

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

2	0	2	0
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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

Town of Kent

SPDES ID

N	Y	R	2	0	A	3	4	6
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7. Evaluating Progress Toward Measurable Goals MCM 6

Use this page to report on your progress and project plans toward achieving measurable goals identified in your Stormwater Management Program Plan (SWMPP), including requirements in Part III.C.1. Submit additional pages as needed.

A. Briefly summarize the Measurable Goal identified in the SWMPP in this reporting period.

The Town of Kent performs inspection and maintenance of the stormwater infrastructure including inspection of all catch basins and swales as well as municipal parking areas and maintenance of all conveyance system components. The town utilizes a complete monitoring and record keeping system in order to more adequately track good housekeeping efforts.

B. Briefly summarize the observations that indicated the overall effectiveness of this Measurable Goal.

The town inspected 912 catch basins, cleaned 316 catch basins, swept 324 road miles and 10 acres of parking areas. The town record keeping and management has continued to improve and the town has actively been seeking grants in order to purchase equipment to provide additional capacity for maintenance practices.

C. How many times was this observation measured or evaluated in this reporting period?

			2
--	--	--	---

(ex.: samples/participants/events)

D. Has your MS4 made progress toward this measurable goal during this reporting period?

☒ Yes ☐ No

E. Is your MS4 on schedule to meet the deadline set forth in the SWMPP?

☒ Yes ☐ No

F. Briefly summarize the stormwater activities planned to meet the goals of this MCM during the next reporting cycle (including an implementation schedule).

The Town of Kent will continue to perform all good housekeeping practices including stormwater conveyance inspection and maintenance as well as inspection of all town facilities. The town will continue to repair roads, parking area and stormwater infrastructure components as required.

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

2 0 2 0

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

SPDES ID

Name of MS4/Coalition

Town of Kent

N Y R 2 0 A 3 4 6

Additional Watershed Improvement Strategy Best Management Practices

The information in this section is being reported (check one):

☒ On behalf of an individual MS4☐ On behalf of a coalition

How many MS4s contributed to this report?

MS4s must answer the questions or check NA as indicated in the table below.

MS4 Description	Answer	Check NA	(POC)
NYC EOH Watershed	-	-	-
Traditional Land Use	1,2,3,4,5,6,7a-d,8a,8b,9	10,11,12	Phosphorus
Traditional Non-Land Use	1,2,3,4,7a-d,8a,8b,9	5,10,11,12	Phosphorus
Non-Traditional	1,2,77a-d,8a,8b,9	3,4,5,10,11,12	Phosphorus
Onondaga Lake Watershed	-	-	-
Traditional Land Use	1,6,7a-d,8a,9	2,3,4,5,8b,10,11,12	Phosphorus
Traditional Non-Land Use	1,6,7a-d,8a,9	2,3,4,5,8b,10,11,12	Phosphorus
Non-Traditional	1,6,7a-d,8a,9	2,3,4,5,8b,10,11,12	Phosphorus
Greenwood Lake Watershed	-	-	-
Traditional Land Use	1,4,6,7a-d,8a,9	2,3,5,8b,10,11,12	Phosphorus
Traditional Non-Land Use	1,4,6,7a-d,8a,9	2,3,5,8b,10,11,12	Phosphorus
Non-Traditional	1,4,6,7a-d,8a,9	2,3,5,8b,10,11,12	Phosphorus
Oyster Bay	-	-	-
Traditional Land Use	1,4,7a-d,9,10,11,12	2,3,5,6,8a,8b	Pathogens
Traditional Non-Land Use	1,4,7a-d,9,10,11,12	2,3,5,6,8a,8b	Pathogens
Non-Traditional	1,4,7a-d,9	2,3,4,5,8a,8b,10,11,12	Pathogens
Peconic Estuary	-	-	-
Traditional Land Use	1,4,7a-d,8a,9,10,11,12	2,3,5,6,8b	Pathogens and Nitrogen
Traditional Non-Land Use	1,4,7a-d,8a,9,10,11,12	2,3,5,6,8b	Pathogens and Nitrogen
Non-Traditional	1,4,7a-d,8a,9	2,3,4,5,8b,10,11,12	Pathogens and Nitrogen
Oscawana Lake Watershed	-	-	-
Traditional Land Use	1,4,6,7a-d,8a,9	2,3,5,8b,10,11,12	Phosphorus
Traditional Non-Land Use	1,4,6,7a-d,8a,9	2,3,5,8b,10,11,12	Phosphorus
Non-Traditional	1,4,6,7a-d,8a,9	2,3,5,8b,10,11,12	Phosphorus
LI 27 Embayments	-	-	-
Traditional Land Use	1,2,3,4,7a-d,9,10,11,12	5,6,8a,8b	Pathogens
Traditional Non-Land Use	1,2,3,4,7a-d,9,10,11,12	5,6,8a,8b	Pathogens
Non-Traditional	1,2,3,4,7a-d,9	5,6,8a,8b,10,11,12	Pathogens

1. Does your MS4/Coalition have an education program addressing impacts of phosphorus/nitrogen/pathogens on waterbodies? ☒ Yes ☐ No ☐ N/A

2. Has 100% of the MS4/Coalition conveyance system been mapped in GIS?

☒ Yes ☐ No ☐ N/A

If N/A, go to question 3.

If No, estimate what percentage of the conveyance system has been mapped so far.

%

Estimate what percentage was mapped in this reporting period.

%

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

2	0	2	0
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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

Town of Kent

SPDES ID

N	Y	R	2	0	A	3	4	6
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3. Does your MS4/Coalition have a Stormwater Conveyance System (infrastructure) Inspection and Maintenance Plan Program? ☒ Yes ☐ No ☐ N/A
4. Estimate the percentage of on-site wastewater treatment systems that have been inspected and maintained or rehabilitated as necessary in this reporting period?

1	0
---	---

 %
5. Has your MS4/Coalition developed a program that provides protection equivalent to the NYSDEC SPDES General Permit for Stormwater Discharges from Construction Activities (GP-0-08-001) to reduce pollutants in stormwater runoff from construction activities that disturb five thousand square feet or more? ☒ Yes ☐ No ☐ N/A
6. Has your MS4/Coalition developed a program to address post-construction stormwater runoff from new development and redevelopment projects that disturb greater than or equal to one acre that provides equivalent protection to the NYS DEC SPDES General Permit for Stormwater Discharges from Construction Activities (GP-0-08-001), including the New York State Stormwater Design Manual Enhanced Phosphorus Removal Standards? ☒ Yes ☐ No ☐ N/A
- 7a. Does your MS4/Coalition have a retrofitting program to reduce erosion or phosphorus/nitrogen/pathogen loading? ☒ Yes ☐ No ☐ N/A
- 7b. How many projects have been sited in this reporting period?

0	1
---	---
- 7c. What percent of the projects included in 7b have been completed in this reporting period?

1	0	0
---	---	---

 %
- 7d. What percent of projects planned in previous years have been completed?

2	5
---	---

 %
- ☐ No Projects Planned
- 8a. Has your MS4/Coalition developed and implemented a turf management practices and procedures policy that addresses proper fertilizer application on municipally owned lands? ☒ Yes ☐ No ☐ N/A
- 8b. Has your MS4/Coalition developed and implemented a turf management practices and procedures policy that addresses proper disposal of grass clippings and leaves from municipally owned lands? ☒ Yes ☐ No ☐ N/A

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

2	0	2	0
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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

Town of Kent

SPDES ID

N	Y	R	2	0	A	3	4	6
---	---	---	---	---	---	---	---	---

9. Has your MS4/Coalition developed and implemented a program of native planting?

☒ Yes ☐ No ☐ N/A

10. Has your MS4/Coalition enacted a local law prohibiting pet waste on municipal properties and prohibiting goose feeding?

☐ Yes ☒ No ☐ N/A

11. Does your MS4/Coalition have a pet waste bag program?

☒ Yes ☐ No ☐ N/A

12. Does your MS4/Coalition have a program to manage goose populations?

☐ Yes ☒ No ☐ N/A

Tamara Harrison

From: Accountant
Sent: Monday, April 27, 2020 12:24 PM
To: Maureen Fleming; Tamara Harrison
Subject: Final 2019 budget transfers for Board approval
Attachments: 12-31-2019 Budget Transfers and Adjustments - Final.xlsx

Please find the final 2019 budget transfers for board approval attached. These are minor and mostly a result of a few vouchers that came in after all the major budget transfers were approved in March.

Thank you,
Yulia

1. WHEREAS, the Finance Department has requested a budgetary transfer to cover under budgeted expenses, and now therefore be it RESOLVED that the following budgetary transfers be made:

Increase Appropriation

A.1010.400	Legislature - Contractual	\$ 112.00
A.1355.400	Assessment - Contractual	\$ 1,499.00
A.1640.400	Central Garage - Contractual	\$ 29.00
A.3120.801	Police - Retirement	\$ 1,914.00
A.5010.400	Highway and Street Admin - Contractual	\$ 68.00
A.7020.801	Recreation Admin - Retirement	\$ 716.00
A.7110.801	Parks - Retirement	\$ 89.00
A.7310.485	Recreation - Youth - Fall Soccer	\$ 228.00
A.7410.801	Library - Retirement	\$ 1,073.00
A.8161.400	Recycling - Contractual	\$ 25.00
		<u>\$ 5,753.00</u>

Decrease Appropriation

A.1010.801	Legislature - Retirement	\$ (112.00)
A.1355.100	Assessment - Personal Services	\$ (1,499.00)
A.1640.803	Central Garage - FICA	\$ (29.00)
A.3120.818	Police - Hosp/Med Dispatchers	\$ (1,914.00)
A.5132.400	Garage - Contractual	\$ (68.00)
A.7020.802	Recreation Administration - Hosp/Med	\$ (716.00)
A.7110.802	Parks - Hosp/Med	\$ (89.00)
A.7310.486	Youth Programs - Start Smart	\$ (228.00)
A.7180.400	Recreation - Lights	\$ (1,073.00)
A.8161.430	Recycling - Insurance	\$ (25.00)
		<u>\$ (5,753.00)</u>

2019 Fiscal impact increase \$ -

2. WHEREAS, Lake Carmel Park District has requested a budgetary transfer to cover under budgeted expenses, and now therefore be it RESOLVED that the following budgetary transfers be made:

Increase Appropriation

SP1.7180.200	LC Beaches - Equipment	\$ 155.00
		<u>\$ 155.00</u>

Decrease Appropriation

SP1.7180.400	LC Beaches - Contractual	\$ (155.00)
		<u>\$ (155.00)</u>

2019 Fiscal impact \$ -

3. WHEREAS, Lake Carmel Sanitation Department has requested a budgetary transfer to cover under budgeted expenses, and now therefore be it RESOLVED that the following budgetary transfers be made:

Increase Appropriation

SR.8160.400	Refuse&Garbage - Contractual	\$ 102.00
		<u>\$ 102.00</u>

Decrease Appropriation

SR.9010.801	NYS Retirement	\$ (102.00)
		<u>\$ (102.00)</u>

Increase Appropriated Fund Balance \$ -

2019 Fiscal impact \$ -

Tamara Harrison

From: Richard Othmer
Sent: Tuesday, May 05, 2020 9:13 AM
To: ntag@hoganandrossi.com; Jamie Spillane; Maureen Fleming; Lana Cappelli; Tamara Harrison; Kent Highway; Accountant
Subject: Fw: Item for next Town Board Meeting Agenda

This is for a tub grinder & all equipment set up for the landfill.

I would like a per day price from the bidders with all this equipment so I can fit it into our \$20,000.00 budget.

Have the contract run from June 1, 2020 to May 31, 2021. We need to do this soon as we are maxing out space & need to grind.

Equipment specified specifically can have "Or Equivalent" added to it.

Things are going well here. you will see a lot of work being done in Kent starting next week.

This will be over soon, do not watch the news!

Thanks;

Richie

From: Kent Highway <highwaykent@townofkentny.gov>
Sent: Tuesday, May 5, 2020 8:58 AM
To: Lana Cappelli <lcappelli@townofkentny.gov>
Cc: Richard Othmer <rothmer@townofkentny.gov>; Maureen Fleming <mfleming@townofkentny.gov>; Tamara Harrison <tharrison@townofkentny.gov>; ntag@hoganandrossi.com <ntag@hoganandrossi.com>
Subject: Item for next Town Board Meeting Agenda

Please add to the next Town Board Meeting Agenda to go out to bid for the following items:

Excavator with stump shear

CBI Horizontal Grinder and Hitachi Excavator with operator

Owner/Contractor to verify all utility locations and confirm all necessary permits (State, Local, etc.)

Regards,
 Rich

Richard T. Othmer Jr., Highway Superintendent
Town of Kent Highway Department
 62 Ludington Court



Limnology Information and Freshwater Ecology Inc
 19 Sandy Pines Blvd
 Hopewell Junction, New York 12533
 845-227-8805 office
 845-227-0406 fax
 845-494-1359 cell
 www.lifeincponds.com
 markroland@lifeincponds.com

March 13, 2020

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

Re: Lake Carmel

Dear Maureen Fleming;

I want to thank you for the opportunity to provide a lake management proposal for Lake Carmel. I am aware that the major aquatic problem associated with the lake is a Blue Green Algae Bloom. This problem can be controlled in order for the lake to be esthetically pleasing and useable. The following is an estimate for **Lake Carmel**.

I am recommending the following lake maintenance schedule for the summer of 2020. The lake needs to be treated with an algacide named Cutrine Ultra and Copper Sulfate; I have attached a copy of the manufactures label for your information. You should be aware that although the treatments will clear up the algae blooms, ongoing maintenance is a **yearly** recommendation. The costs for these treatments are as follows:

I. Cutrine Ultra/ Copper Sulfate: June, July, August as needed	
Labor and Products: (2 Treatments)	\$17,650.00
II: NYS DEC Pesticide Permit & Permit Preparation fees:	\$200.00
III: NYS Division of Water NPDES Permit fees:	\$110.00
<u>Total 2020 Charges</u>	<u>\$17960.00</u>

It cannot be determined at this time exactly how many treatments the lake will require. NYSDEC Regulations and the label of Cutrine Ultra are specific that only one half of the water body can be treated at a time. This is a mandatory precaution, and from my experience with the lake this past summer a good precaution. With the Carp in the lake, and the low Dissolved oxygen levels at times treating half the lake is in my professional opinion necessary. The \$17650.00 charge is for 2 treatments of Cutrine Ultra.

It is imperative that at the first sign of the Blue Green Algae that the treatments begin. Two treatments should be adequate if the treatments begin at the onset of the algae blooms. If a third treatment is required to keep the lake in good condition due to a hot and dry summer the additional charge for a third treatment will be \$5500.00. The town will only be invoiced for treatments performed.

The prices above for the treatments include the required products, performing the application, posting the entire shoreline of the lake per NYSDEC regulations. LIFE Inc will also be performing water quality analysis of the DO (Dissolved Oxygen) levels that are needed 24 hours before and after a scheduled treatment. Water quality analysis is an important component to any application of an algicide in a large lake.

The cost of the permits and associated fees includes the filing fees for 2 NYSDEC Pesticide Permits and one NYSDEC Division of Waters Permit. The preparation fees include hydrogeology work, creating topographical, aerial and scaled maps of the water body; preparing a downstream model and notifications to downstream owners as required by NYSDEC Regulations.

I was a residence of The Town of Kent for 28 years, and my parents lived in 7 Hills Lake for over 30 years. I have a long history with The Town of Kent and as the owner of LIFE Inc I assure you that I have the best of intentions for helping to keep Lake Carmel useable all summer; this proposal is about helping a Lake Community.

If you decide to you use my firm for this work, please sign and return a copy of this estimate, my firm will handle the permit process. Upon receipt of the signed contract I will prepare a NYSDEC aquatic permit package for your signature.

If you have any further questions, please feel free to contact me.

Sincerely,
Mark Roland
Mark Roland
President

Town of Kent

Date



CODE ENFORCEMENT

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

May 06, 2020

**From: Zoning Enforcement Officer, Town of Kent:
To: Supervisor Fleming, Town board members, Town of Kent:
Subject: Violations requiring town corrective action:**

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

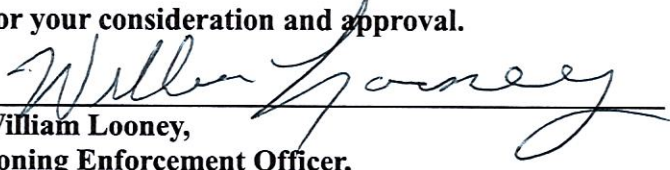
Locations requiring correction and bids for site:

183 Hill and Dale Road:

FI Adams Inc.	\$800.00
Rohna Landscapping Inc.	Failed to submit a bid.
Dirt and Demo Inc.	Failed to submit a bid

Notices of Violation and bids are enclosed.

For your consideration and approval.


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

610 Route 292
Holmes, NY 12531 Fiadamsinc@gmail.com
(845)-855-3733 (914)760-8959

FI Adams, Inc.

Estimate

For: Town of kent
kentcodes@gmail.com
183 Hill and Dale Rd
Carmel, NY, 10512

Estimate No: 328
Date: 05/05/2020

Description	Quantity	Rate	Amount
Clean up garbage in photo located at 179-183 Hill and Dale rd, Carmel	1	\$800.00	\$800.00

Subtotal	\$800.00
TAX 0%	\$0.00
Total	\$800.00

Total \$800.00



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

Location: 179-183 Hill & Dale Rd Kent, NY 10512

Map NO: 44.7-1-15

Date: 4/23/2020

TO:

Charles Gottwald, Guardian
10 Rega Rd
Fishkill, NY 12524

PLEASE TAKE NOTICE: THERE EXISTS A VIOLATION OF:

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

at premises hereinafter described in that:

RUBBISH: OWNER/AGENT HAS FAILED TO MAINTAIN SITE FREE OF RUBBISH AS DESCRIBED BY CODE.

OWNER/AGENT MUST REMOVE ALL SUCH DESCRIBED DEBRIS (DERELICT TRUCKS AND TRASH DEPICTED IN ENCLOSED PHOTO) FROM SITE.

OWNER/AGENT MUST NOTIFY THIS OFFICE WITHIN TEN DAYS OF A PROPOSAL TO REMEDY THE AFOREMENTIONED VIOLATION. IF THE REMEDY IS NOT FORTHCOMING THE TOWN OF KENT WILL CONTRACT WITH A VENDOR TO CORRECT THE VIOLATION AND THE FEE CHARGED WILL BE CHARGED TO THE PROPERTY OWNER OR THE TAX ASSESSMENT LEVIED ON THE SITE.

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

WILLIAM LOONEY
ZONING ENFORCEMENT OFFICER
TOWN OF KENT



**AGREEMENT BETWEEN
TOWN OF KENT, NEW YORK
AND
PROPERTY REGISTRATION CHAMPIONS, LLC**

This Agreement is made as of this ____ day of May, 2020 (“Effective Date”) by and between Property Registration Champions, LLC, dba PROCHAMPS, a Florida limited liability company, with offices at 2725 Center Place, Melbourne, FL 32940 (“**PRC**”), and the Town of Kent, a New York municipal corporation, with an address at 25 Sybil’s Crossing, Kent Lakes, New York 10512 (“**COMMUNITY**”).

WITNESSETH:

WHEREAS, because of an overwhelming number of mortgage foreclosures on residential and commercial properties that are in violation of Property Registration Ordinance _____, (the “Ordinance”) the care of neglected lawns and exterior maintenance of structures is becoming a health and welfare issue in the **COMMUNITY**; and

WHEREAS, in order to promptly and efficiently address the issues related to the maintenance of foreclosed residential and commercial properties; the **COMMUNITY** adopted the Ordinance; and

WHEREAS, pursuant to the Ordinance the **COMMUNITY** desires to enter into this Agreement with **PRC** in order to provide services authorized pursuant to the Ordinance, to register vacant, abandoned, and foreclosed properties (the “Properties”), so that the **COMMUNITY** can properly address violations of the **COMMUNITY**’s property maintenance codes; and

WHEREAS, **PRC** will also provide an electronic registration process that is cost-free and revenue neutral for the **COMMUNITY**; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other valuable consideration received, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows.

1. PRC RESPONSIBILITIES.

- a. **PRC** will cite the **COMMUNITY**’s Ordinance to mortgagees and/or owners and proactively contact those who file a public notice of default, lis pendens, or any foreclosure action, take title to real property via foreclosure or other legal means, or become vacant in accordance with the Key Policy Requirements as outlined in Exhibit “A”. **PRC** will electronically provide for registration of Properties in violation of Ordinance.
- b. **PRC** will pay for all expenses, administrative costs and fees related to registration of Properties, except as provided in 1(c). **PRC** will monitor publicly recorded foreclosure filings for properties located within the jurisdictional area of the **COMMUNITY**, as well as utility data and any other data available to **PRC**. **PRC** will review and confirm the obligation to register properties pursuant to the Ordinance. **PRC** will monitor any changes to the obligation to register.

**AGREEMENT BETWEEN
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PROPERTY REGISTRATION CHAMPIONS, LLC**

- c. PRC will charge a fee ("Fee") as directed by the COMMUNITY to each registering party ("Registrant") to register all mortgagees and/or owners who comply with the Ordinance. PRC shall retain one hundred dollars (\$100.00) of each collected Fee and remit the balance to the COMMUNITY. PRC shall forward payment of the COMMUNITY's portion of the Fee to the COMMUNITY's finance department no later than the fifteenth (15th) day of the following month. Should there be a fee required for public/official record data acquisition integral to the performance of the scope of work required under the terms and provisions of this contract, those charges shall be deducted from the remittance for the actual costs of said charges or subscriptions. If said charges or subscription fees are for the entire county, the fee shall be divided equally between all the communities partnered with PRC within the county at that time. If there is a change in the number of communities partnered with PRC in the county, during the contract period, the county public record access fee will be adjusted accordingly to maintain an even cost sharing by all communities within the county.
- d. In the event the COMMUNITY's Ordinance requires payment of late fees as part of the registration requirements, PRC shall collect all applicable late fees, retaining twenty percent (20%) of the fee, and remit the balance to the COMMUNITY pursuant to the monthly remittance schedule. All fees related shall be taken out of the COMMUNITY's remittance provided in 1(c).
- e. PRC agrees to provide a website for the registration of the Properties in order to enable compliance with the COMMUNITY's ordinances. The website will direct Registrants to a hyperlink, www.PROCHAMPS.com. The website found at www.PROCHAMPS.com will automatically allow lenders and/or responsible parties to comply with the COMMUNITY's property registration codes.
- f. PRC responsibilities will commence on the Effective Date of this agreement.

2. INDEMNIFICATION.

- a. **INDEMNIFICATION BY PRC.** PRC shall defend, indemnify, and hold harmless the COMMUNITY and its officers, employees, and agents, from and against all losses, expenses (including attorneys' fees), damages, and liabilities of any kind resulting from or arising out of a breach of this Agreement by PRC and/or PRC's performance hereunder.
- b. **INDEMNIFICATION BY COMMUNITY.** COMMUNITY shall defend, indemnify, and hold harmless PRC and its officers, employees, and agents, from and against all losses, expenses (including attorneys' fees), damages, and liabilities of any kind resulting from or arising out of a failure by COMMUNITY to timely respond to a public records request.

**AGREEMENT BETWEEN
TOWN OF KENT, NEW YORK
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PROPERTY REGISTRATION CHAMPIONS, LLC**

3. **TERM and TERMINATION.** This Agreement shall terminate two (2) years from the Effective Date. This Agreement will automatically renew at the end of each term for a further term of one (1) year unless either party gives the other written notice of termination at least thirty (30) days prior to the end of the relevant term.
- a. **TERMINATION FOR DEFAULT.** In the event that either party (the “Defaulting Party”) shall breach or fail to comply with any provision of this Agreement and such breach or failure shall continue for a period of thirty (30) days after the giving of written notice to the Defaulting Party, such other party may terminate this Agreement immediately providing written notice of such termination to the Defaulting Party.
- b. **TERMINATION FOR INSOLVENCY.** This Agreement may be terminated by the COMMUNITY in the event of the insolvency of PRC or the commencement by or against the PRC of any case or proceeding under any bankruptcy, reorganization, insolvency or moratorium law or any other law or laws for the relief of debtors or the appointment of any receiver, trustee or assignee to take possession of the properties of the PRC, unless such petition or appointment is set aside or withdrawn or ceases to be in effect within thirty (30) days from the date of said commencement or appointment or the liquidation or dissolution of the PRC.
4. **CONTRACT DOCUMENTS.** The following list of documents which are attached hereto as exhibits to this Agreement shall be incorporated into this Agreement, as if fully set forth herein by reference:
- a. COMMUNITY Ordinance No. _____,
entitled “ _____ ”,
dated: _____.
5. **INSURANCE.** PRC shall maintain Errors and Omissions Insurance limits of liability provided by such policy shall be no less than one million dollars (\$1,000,000.00) to ensure COMMUNITY the indemnification specified herein.
6. **OWNERSHIP AND USE OF DOCUMENTS.** All information collected by PRC from registering parties in connection with the registration of a property pursuant to this Agreement shall be the property of the COMMUNITY, and shall be provided to COMMUNITY upon request. PRC shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with PRC’s endeavors.
7. **AUDIT, INSPECTION RIGHTS, AND RETENTION OF RECORDS.** PRC shall maintain records pertaining to this agreement for a period of three years (3) from final payment. Such records shall be subject to audit by the COMMUNITY on reasonable

**AGREEMENT BETWEEN
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advanced, written notice. The audit shall be conducted at the premises of the COMMUNITY on business days only and during normal working hours. PRC shall comply with all Florida Public Records Act (Chapter 119, Florida Statutes) requirements.

8. **INDEPENDENT CONTRACTOR.** This Agreement creates no relationship of joint venture, partnership, limited partnership, agency, or employer-employee between the parties, and the parties acknowledge that no other facts or relations exist that would create any such relationship between them. Neither party has any right or authority to assume or create any obligation or responsibility on behalf of the other party except as provided by written instrument signed by both parties.
9. **NOTICES.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, hand delivery or facsimile transmission with receipt of delivery, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. Notice shall be deemed to have been given upon receipt. For the present, PRC and the COMMUNITY designate the following as the respective places for giving of notice:

COMMUNITY: Town of Kent
25 Sybil's Crossing
Kent Lakes, NY 10512
Telephone No. (845) 306-5620
Attention: _____

PRC: David Mulberry, President/CIO
2725 Center Place
Melbourne, FL 32940
Telephone No. (321) 421-6639
Facsimile No. (321) 396-7776

10. AMENDMENTS.

- a. **AMENDMENTS TO AGREEMENT.** It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
- b. **AMENDMENT OF FEES.** In the event there are amendments to the Fees, PRC will apply the fee that was in place for the registration period in question.

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11. **COMMUNITY DATA.** COMMUNITY acknowledges prior to this Agreement registering Properties governed by the original ordinance. On a date, agreed upon by PRC, prior to the Effective Date of this Agreement, the COMMUNITY will provide PRC a digital file, in format agreeable to PRC, containing all of the information of all Properties registered by the COMMUNITY. All registrations and fees received by the COMMUNITY during the period from the data delivery date to the Effective Date will be submitted to PRC and considered registrations by PRC under the terms of this Agreement. If the COMMUNITY is unable to provide the agreed upon digital file then the COMMUNITY will provide PRC all property registration information, including but not limited to registration forms, to PRC for manual entry into the PRC database. If manual entry of this information is required of PRC the COMMUNITY agrees to compensate PRC five dollars (\$5.00) per property.
12. **ORDINANCE VIOLATION DATA.** Whenever the COMMUNITY becomes aware of one or more ordinance violations upon a property registered pursuant to this Agreement, the Community shall report the violation(s) to PRC, which shall maintain a record of all reported violations upon the property, in addition to data PRC maintains pursuant to this Agreement.
13. **PUBLICITY.** PRC may include COMMUNITY's name and general case study information within PRC's marketing materials and website.
14. **COMMUNITY LOGO.** COMMUNITY shall provide the COMMUNITY's logo to PRC for the purposes as set forth in 1(a).
15. **FORCE MAJEURE.** Neither party to this Agreement shall be responsible for any delays or failure to perform any provision of this Agreement (other than payment obligations) due to acts of God, strikes or other disturbances, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, or other causes beyond the control of such party.
16. **LIMITATION OF LIABILITY.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE.
17. **BINDING AUTHORITY.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
18. **LAWS AND ORDINANCES.** PRC shall observe all laws and ordinances of the COMMUNITY, county, state, federal or other public agencies directly relating to the operations being conducted pursuant to this Agreement.

**AGREEMENT BETWEEN
TOWN OF KENT, NEW YORK
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PROPERTY REGISTRATION CHAMPIONS, LLC**

19. **EQUAL EMPLOYMENT OPPORTUNITY.** In the performance of this Agreement, PRC shall not discriminate against any firm, employee or applicant for employment or any other firm or individual in providing services because of sex, age, race, color, religion, ancestry or national origin.
20. **WAIVER.** Any failure by COMMUNITY to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and COMMUNITY may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.
21. **SEVERABILITY.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.
22. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Florida with venue lying in Putnam County, New York.
23. **ATTORNEY'S FEES AND COSTS.** In the event of a dispute arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, paralegal expenses, and costs, including fees and costs incurred at all pretrial, trial and appellate levels.
24. **CONTINGENCY.** This Agreement is contingent upon the Ordinance being passed by the COMMUNITY within forty-five (45) days of the Agreement date. If the Ordinance is not passed by that date or PRC does not consent to the Ordinance provisions then PRC can declare this Agreement null and void without any further demands by the COMMUNITY.
25. **ENTIRE AGREEMENT.** This Agreement represents the entire and integrated agreement between the COMMUNITY and the PRC and supersedes all prior negotiations, representations or agreements, either written or oral.

[Remainder of this page intentionally left blank.]

**AGREEMENT BETWEEN
TOWN OF KENT, NEW YORK
AND
PROPERTY REGISTRATION CHAMPIONS, LLC**

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals the day and year first above written.

TOWN OF KENT, NEW YORK

Date: _____

Name, Title

PROPERTY REGISTRATION CHAMPIONS, LLC

David Mulberry, President/CIO

Date: _____

Property Registration Champions, LLC
2725 Center Place
Melbourne, FL 32940

**AGREEMENT BETWEEN
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AND
PROPERTY REGISTRATION CHAMPIONS, LLC**

Exhibit "A"

Key Policy Requirements

Foreclosure:

Ordinance No.

Registration Fee	\$500
Late Fee	Recurring 10% of Registration and Renewal Fee every 30 days
Registration Triggers	Options: - Post-Filing (NOD ⁱ /LP ⁱⁱ), Occupied or Vacant - REO ⁱⁱⁱ , Occupied or Vacant
Renewal	6 months
Org Exemptions	Governmental entities and HOAs
Property Exemptions	N/A
Refund Policy	A non-refundable semi-annual registration and renewal fee per the ordinance
OMT Transfer	Report change of info within 10 days. Transferee is responsible for any and all previous unpaid fees, fines, and penalties
Effective/Start Date for Registrations	

Vacant Private Owner:

Ordinance No.

Registration Fee	\$500
Late Fee	Recurring 10% of Registration and Renewal Fee every 30 days
Registration Triggers	Vacant/30 days/Private Owner
Renewal	6 months
Org Exemptions	N/A
Property Exemptions	Vacant Lots
Refund Policy	A non-refundable semi-annual registration and renewal fee per the ordinance
OMT Transfer	New OMT is required to re-register the property and pay registration fee
Effective/Start Date for Registrations	

ⁱ NOD – Notice of Default

ⁱⁱ LP – Lis Pendens

ⁱⁱⁱ REO – Real Estate Owned

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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Hanover Germany 2009 International
 Competition first place.

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CONTRACT

This contract and agreement entered into this _____ day of _____ 2020,
 by and between **J&J Computing, Inc. d/b/a/ 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 Sybils 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 of **ELEVEN THOUSAND HUNDRED DOLLARS (\$11,000.00)** for the display agreed upon which will be exhibited by **FIREWORKS EXTRAVAGANZA** on **June 27th, 2020** at **Lake Carmel, East Lakeshore Drive, Carmel, NY 10512**.
3. Upon acceptance of this agreement, **SPONSOR** agrees to pay a sum of 25% of the total cost of the display in the amount of **TWO THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$2,750.00)** with the balance of **EIGHT THOUSAND TWO HUNDRED AND FIFTY DOLLARS (\$8,250.00)** 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. Postponement of Display: The **SPONSOR** may postpone the display date for any reason prior to 30 days before the display date without penalty, charges or loss of the Deposit, the display will be rescheduled to a mutual agreed upon date, and a new contract issued with credit for the full deposit paid. If there is a desire by the **SPONSOR** within 30 days of the event date to postpone the display there will be a 10% postponement fee and the balance of the deposit will go towards the new event date on a new mutually agreed upon date. In the case of Inclement Weather or other reasons and the **SPONSOR** desires within 24 hours of the time of the event, 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** notifies **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 **FIVEHUNDRED DOLLARS (\$500.00)**, and the event will be performed on the contracted **RAIN DATE**.

7b. Cancellation of the Display: If the sponsor cancels the display at any time prior to the show day there is a 25% cancellation fee of the total event price. The deposit will be returned less 25% fee for cancellation and costs for any permit fees already paid. On the event day if 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** within 24 hours of the Event Show time for any reason will result in 100% of the contract price being due, and Fireworks Extravaganza will be responsible for all the costs of loading and unloading the explosive material and equipment, that may be needed.

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 provider 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, Representative

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 #E11917

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Hanover Germany 2009 International
Competition first place.

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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**

STORMWATER MANAGEMENT FACILITIES
INSPECTION AND MAINTENANCE AGREEMENT

THIS AGREEMENT, made this _____ day of February, 2020, by and between PUTNAM ACQUISITION I, LLC, a New York limited liability corporation having an office c/o Michelman & Robinson, LLP, 800 Third Avenue, New York, NY 10022 ("Owner 1") and PUTNAM ACQUISITION II, LLC, a New York limited liability corporation having an office c/o Michelman & Robinson, LLP, 800 Third Avenue, New York, NY 10022 ("Owner 2"), and the TOWN OF KENT, a municipal corporation having an office at Town Hall, 25 Sybil's Crossing, Kent Lakes, New York, 10512 ("Town").

WITNESSETH:

WHEREAS, Owner 1 is the owner in fee simple of premises known as 404 Ludingtonville Road in the Town of Kent, County of Putnam and State of New York, identified by Tax Map Roll Identifier Section 12, Block 3 and Lot 40, described in a deed a copy of which is attached hereto as Schedule "A" (herein, "Parcel 1"); and

WHEREAS, Owner 2 is the owner in fee simple of premises known as Ludingtonville Road in the Town of Kent, County of Putnam and State of New York, identified by Tax Map Roll Identifier Section 12, Block 3 and Lot 41, described in a deed a copy of which is attached hereto as Schedule "B" (herein, "Parcel 2"); and

WHEREAS, the above referenced parcels of land are used in common by a business known as PUTNAM NURSING AND REHABILITATION CENTER; and

WHEREAS, Owner 1 and Owner 2 have obtained various approvals from the Town for land development activity at Parcel 1 and Parcel 2 in connection with which stormwater management facilities (the "Facilities") shall be required in accordance with the Town's Code in effect as of the date of this Agreement (the "Code"); and

WHEREAS, as a condition to the issuance of such approval(s) the Code further requires Owner 1 and Owner 2 to execute this Agreement and record the same in the Office of the Putnam County Clerk;

NOW THEREFORE, for valuable consideration received, Owner 1, Owner 2 and the Town hereby agree as follows:

1. Owner 1 and Owner 2, and their successors and assigns, shall at all times properly operate and maintain all Facilities and all related systems of stormwater treatment and control located on Parcel 1 and Parcel 2 in accordance with the provisions of Chapter 66 of the Code of the Town of Kent and applicable New York State Department of Environmental Conservation, New York City Department of Environmental Protection and Empire State Chapter of the Soil and Water Conservation Society regulations, standards and guidelines (collectively, the "Regulations").
2. In accordance with the terms and conditions of a Stormwater Management Facilities Inspection and Maintenance Easement ("Easement") of even date herewith, to be recorded in the Putnam County Clerk's Office, Owner 1 and Owner 2 have granted unto the Town, its successors and assigns forever, a perpetual easement and right-of-way to enter upon Parcel 1 and Parcel 2 in order to access the Facilities at reasonable times and in a reasonable manner for periodic inspection by the Town and to ensure that the Facilities are maintained in proper working condition to meet the design specifications and standards and the Regulations (above defined).
3. This Agreement shall not confer upon the Town any duty or obligation to fix or maintain the Facilities. Further, the Town's acceptance of any rights pursuant to this Agreement and any applicable provisions of the Code of the Town of Kent shall not be deemed or construed as acceptance by the Town of any duty or obligation to fix or maintain the Facilities.

4. **Owner 1 and Owner 2 have agreed and covenanted in other documents, and hereby again agree and covenant, not to convey Parcel 1 or Parcel 2 separate from the other and to only convey them together to one person or entity.** All successors and assigns of this Agreement shall be bound by the terms and conditions of this Agreement and also as more specifically depicted in the approved project plans for the Facilities as listed in Schedule "C" annexed to this Agreement and in accordance with the Regulations (above defined).
5. Owner 1 and Owner 2 shall maintain, clean, repair, replace and continue the stormwater control measures for the Facilities as depicted on the plans listed in Schedule "C" as necessary to ensure optimum performance of the measures to design specifications and standards in accordance with the Regulations.
6. Owner 1 and Owner 2 shall be responsible for all expenses related to the maintenance of the stormwater control measures for the Facilities and for the Facilities.
7. Owner 1 and Owner 2 shall provide for the periodic inspection of the stormwater control measures for the Facilities, not less than once in every five-year (5-year) period, to determine the condition and integrity of the measures. Such inspection shall be performed by a professional engineer licensed by the State of New York. The inspecting engineer shall prepare and submit to the Stormwater Management Officer of the Town of Kent ("SMO"), within thirty (30) days of the inspection, a written report of the findings, including recommendations for those actions necessary for the continuation of the stormwater control measures for the Facility.
8. Owner 1 and Owner 2 shall not authorize, undertake or permit alteration, abandonment, modification or discontinuation of the Facilities' stormwater control measures except in accordance with prior written approval of the SMO.

9. Owner 1 and Owner 2 shall promptly undertake necessary repairs and replacement of the Facilities' stormwater control measures at the direction of the SMO or in accordance with the recommendations of the inspecting engineer.
10. If ever the SMO determines that Owner 1 and/or Owner 2 has failed to construct, inspect, operate or maintain the Facilities' stormwater control measures in accordance with the project plans or this Agreement, or has failed to undertake corrective action specified by the SMO or by the inspecting engineer, the SMO is authorized to undertake such steps as reasonably necessary for the construction, inspection, operation or maintenance of the Facilities' stormwater control measures. Owner 1 and/or Owner 2, as the case may be, shall be responsible to reimburse the Town for funds expended to compensate for fees for any services rendered to the Town under Chapter 66 of the Code or under this Agreement.
11. In the event of failure to reimburse the Town for such fees as incurred by the Town pursuant to Paragraph 10, the Town may seek recovery as follows:
 - a. The Town may seek recovery of unreimbursed fees by action, in law or in equity, venued in a court of appropriate jurisdiction, and the defendant(s) shall be responsible for the reasonable and necessary attorneys' fees expended by the Town in prosecuting such action.
 - b. Alternatively, and at the sole discretion of the Town, the Town may seek recovery of unreimbursed fees by converting any amount expended or caused to be expended by the Town by charging such sums against Parcel 1 and/or Parcel 2, as the case may be, by adding that charge to, and making it a part of, the next annual real property tax assessment roll of the Town. Such charges shall be levied and collected at the same time and in the same manner as Town-assessed taxes and shall be paid to the Town, to be applied in reimbursing the fund from which the costs were defrayed for the unreimbursed fees.

12. Any damage to the Facilities caused by the Town in inspecting the said stormwater control system shall be restored, repaired or otherwise remedied by the Town.
13. In the event that the New York State Department of Environmental Conservation ("NYSDEC"), the New York City Department of Environmental Protection ("NYCDEP") and/or Putnam County (including any of its agencies or departments) serves a notice of violation upon the Town, brings an administrative complaint against the Town and/or commences a civil suit against the Town due to a violation of the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems GP-02-02, and/or current general permit or based upon any other violation, and such notice of violation, administrative complaint or civil suit is a result of, due to a consequence of or the outcome of any action by either Owner 1 or Owner 2 or both, in violation of any of the provisions of this Agreement or of Chapter 66 of the Code of the Town of Kent or the Regulations (above defined), Owner 1 and/or Owner 2 shall indemnify the Town for and hold harmless the Town from any and all fines, damages, penalties and/or interest imposed upon the Town.
14. Owner 1 and Owner 2 shall collectively provide to the Town, prior to commencement of construction or any site disturbance, a performance bond, supported by sufficient security in an amount determined by the Town and in the form of a cash escrow, irrevocable letter of credit, or official check drawn upon a national or state bank which guarantees satisfactory completion of the Facilities and names the Town as the beneficiary. The performance bond and security shall remain in force and effect until Owner 1 and Owner 2 are both released from liability by the Town, provided that such period shall not be less than two years from the date of final acceptance or other such certification that the Facilities have been constructed in accordance with the approved plans and specifications and that a two-year inspection has been conducted and the Facilities have been found

to be acceptable to the Town as required by Chapter 66 of the Code of the Town of Kent.

15. Owner 1 hereby covenants as to Parcel 1 and Owner 2 hereby covenants as to Parcel 2 that each owner is seized of the Premises in fee simple and has good right to execute this Agreement; shall do nothing on Parcel 1 and Parcel 2 which would prevent, impede or disturb the full use and intended purpose of this Agreement; and shall execute and deliver any further documents reasonably necessary to assure the benefits of this Agreement to the Town.
16. This Agreement shall run with the land in perpetuity and is binding upon Owner 1 and Owner 2, and their successors and assigns.

IN WITNESS WHEREOF, Owner 1, Owner 2 and the Town have executed this Agreement as of the date first herein above set forth.

TOWN OF KENT

By: _____
Maureen Fleming, Supervisor

PUTNAM ACQUISITION I, LLC

By: _____
Managing Member

PUTNAM ACQUISITION II, LLC

By: _____
Managing Member

STATE OF NEW YORK)
COUNTY OF PUTNAM)

On the _____ day of _____, 2020, 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 she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

STATE OF NEW YORK)
COUNTY OF ~~PUTNAM~~ *Westchester*)

On the 30 day of April, 2020, before me, the undersigned, a notary public in and for said state, personally appeared Lize Wehner, 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.

Darulle Ferrulli
NOTARY PUBLIC



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Public Safety EAP
Educators' EAP
Higher Ed EAP
HealthCare EAP
Union AP

Employee Assistance Program (EAP) | RENEWAL AGREEMENT

This Employee Assistance Program (EAP) Agreement (“Agreement”) is between **Town of Kent, NY** (“Client”) and **EMPLOYEE SERVICES, INC. dba ESI EMPLOYEE ASSISTANCE GROUP**, a New York corporation, 55 Chamberlain Street, Wellsville, New York 14895 (“ESI”) for ESI to provide the benefits described herein for employees of Client effective **6/1/20-5/31/21**.

I. Productivity Solutions

With employees losing an average of over 3 weeks of productivity each year, addressing productivity losses is critical. Our entire focus is on providing the most comprehensive benefits to make the largest possible impact on improving employee lives and reducing lost productivity cost. We offer more than twice the benefits of other EAPs. Employees of Client and their household members including children up to age 26 who do not reside with employee are referred to herein as Members.

- **Unlimited Telephonic Counseling:** Members speak directly with our professional staff counselors 24 hours a day via a toll-free number. Every counselor has a Master’s or Ph.D. degree. Staff counselors provide direct in-the-moment counseling when a Member calls and act as case managers when referrals are made to local counselors or other work-life or wellness resources, overseeing each case to its ultimate closure – regardless of the amount of time involved in assisting the Member.
- **Face-to-face Counseling Sessions per Issue:** Up to 3
Members are eligible for telephonic counseling and short-term, in-person counseling.
- **Work/life Benefits:** Benefits offered to assist Members with a wide variety of issues including Legal, Financial, Caregiver, Adoption, Special Needs, Personal Assistant, Tools for Tough Times and Pet Help.
- **Lifestyle Benefits:** Menu of value-added wellness services designed to enhance a Member’s quality of life – discounts vary by season and location.
- **Wellness Resource Center:** Includes the latest, most reliable articles, videos and self-assessments for dealing with stress, diet, fitness and smoking.

II. Engagement Solutions - Peak Performance Benefits

ESI is the only EAP to offer Peak Performance Benefits - an entire menu of coaching programs, self-help resources and training to stimulate employee engagement. These benefits are designed to improve the performance of not just some but all of your employees. ESI also provides Hiring, Onboarding and Employee Engagement Resource Centers for HR, managers and supervisors. The result: Employees report improved personal and professional performance at work and at home; and overall employee engagement is improved.



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- **Personal and Professional Coaching:** One-on-one telephonic coaching from Certified Coaches combined with structured, online trainings. Coaching is delivered by Masters or Ph.D. level Coaches in scheduled telephonic coaching sessions to review key concepts of the trainings and implementation of skills. Coaches use a solution-focused approach to improve current and future performance. **Information Resource Benefits:** 25,000 Self-Help Resources – Tools, Assessments, Financial Calculators, Video Library, and Articles for thousands of topics.
- **Online Training and Personal Development:** Includes over 200 Personal Finance and Investing courses and over 50 Personal Development courses to help employees balance their work and personal life. The ESI Management Academy is an entire curriculum of online training programs that promote key management skills.
- **Recruiting, Hiring, Interviewing, Onboarding, and Employee Engagement Resource Centers:** Extensive array of articles and Web resources from leading experts.

III. EAP Administration - Orientation and Engagement

An employee assistance program that is not used is not useful. Utilization begins with employee awareness. A well-planned installation and continued awareness campaigns will have a direct impact on the level of engagement. ESI provides comprehensive employee orientation and communications.

- **Automated Digital Communication (ADC):** Proprietary Automated Digital Communications (ADC) system allows ESI EAP to engage in periodic email communications with Members. Utilization is the key to maximizing the effectiveness of your EAP by helping employees to resolve issues and distractions that hinder productivity.
- **EAP Mobile App:** Members have the convenience and privacy of 24/7 access to all EAP benefits and services at their fingertips wherever they go via the EAP smartphone app.
- **EAP Ongoing Communication & Engagement:** ESI provides a wide variety of high-quality video, hardcopy and electronic materials to promote continued awareness and maximize engagement of the program. The continued awareness campaign includes Brochures, Wallet Cards, Posters, Monthly Newsletters, Table Top Displays, Topical Flyers, Video Presentations, and New Benefit Announcements.
- **EAP Member/Employee & Supervisor Orientation:** ESI provides comprehensive employee and supervisor orientations via web conference meetings, online orientation videos, and onsite group meetings.

IV. Manager, Supervisor and Human Resources Services

ESI offers an entire menu of management-focused employee assistance services to help deal with important compliance and liability issues.

- **Trauma Response & Resources:** Provides consultation with our counselors and grief and loss resources for managers and Members. Responses include on-scene deployment, telephonic counseling and private counseling as well as group debriefings.
- **Unlimited Administrative (Mandatory) Referrals:** Formal process to address employee policy violations and unacceptable job performance that could be improved through Coaching and Training.



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- **Unlimited HR Consultations w/ SPHR's:** Managers may contact our clinical staff or our certified SPHRs (Senior Professionals in Human Resources) for counsel on human resource and complex employee issues.
- **Supervisor Resource Center:** Forms, policies, articles and other tools designed to help develop people management best practices. Key topics include Recruiting, Hiring, Interviewing, Onboarding, Employee Engagement, FMLA, Workplace Violence and Harassment Prevention.
- **HR Web Café:** Workplace blog about employment issues, people matters and work trends.

V. ESI Accountability

- **Activity Reports:** ESI generates detailed online EAP statistical reports on a monthly basis. Due to confidentiality, clients with less than 25 employees will not have access to an activity report.
- **Quality Assurance Program:** ESI maintains a rigorous Quality Assurance Program. Key elements include Proprietary Network, Provider Review, Member Satisfaction Research, Peer Review, Weekly Clinical Staff Meetings, Clinical Supervision and Immediate Problem Resolution.
- **Confidentiality:** Confidentiality is always maintained except in cases where there is a legal obligation to intervene, such as in the case of child or elder abuse, a serious threat of harm to self or others, or threats of workplace violence.

VI. Optional Services

- **Employee Engagement Program – Best Practice Learning Center, Knowledge Center and Consultant: No**

The ESI Engagement Program is an *optional benefit* designed to meet the needs of organizations focused on improving employee engagement, professional development and productivity. It is an online personal and management development Knowledge Center *powered by Skillsoft*, the world's leading provider of online personal and professional training. In addition, the Best Practice Learning Centers assist managers and supervisors in developing recruiting & interviewing, onboarding & development and employee best practices. The program is supported by a dedicated ESI Consultant, who assists in creating a tailored training curriculum to meet your organization's needs.

- **Wellness Coaching: Yes**

Members have unlimited coaching assistance from an integrated team of Certified Wellness Coaches and Behavioral Health Clinicians for the mental and emotional challenges each employee must overcome to improve their physical health.

- **GCN Compliance Training: No**

ESI has partnered with Global Compliance Network (GCN) to offer online compliance training to our Member organizations at a **discounted rate**.



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VII. Force Majeure

ESI's inability to perform any of the obligations provided in this Agreement due to (i) an act of God, such as earthquake, hurricane, tornado, flooding or other natural disaster; (ii) unavailability or interruption or delay of transportation, telecommunications, internet, cable, or third-party services; (iii) failure of software; (iv) inability to obtain supplies or power used in or equipment needed for provision of the services; (v) labor strikes, riots, insurrection, war; or (vi) other significant factors that are beyond ESI's reasonable control ("Force Majeure Event(s)") shall not be deemed a breach of this Agreement. In the event of Force Majeure Event(s), ESI shall make every reasonable effort to minimize delay of performance.

VIII. Execution of Documents

This Agreement and all related documents may be executed by the parties in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. The exchange of executed copies of this Agreement and related documents and of signature pages by facsimile transmission and/or by electronic mail in Portable Document Format ("PDF") or similar format shall constitute effective execution and delivery and may be used in lieu of the original documents for all purposes. Signatures of the parties transmitted by facsimile and/or by electronic mail in PDF or similar format shall be deemed to be their original signatures for all purposes.



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IX. Fees and Payment

- A. The total number of employees covered under this Agreement is **96**.
- B. Employer agrees to pay ESI the sum of **\$3,675.00** for **6/1/20-5/31/21**.
- C. The annual fee includes all employees and their household members, as well as children up to age 26 who do not reside with the employee.
- D. Payment of the **Annual** premium is due upon receipt of the invoice.
- E. Flat Rate listed above covers a census of 51 to 100. Contract rate will be modified if census moves outside of this range.
- F. Trauma Responses available at **\$250.00** per hour plus travel time.
- G. DOT required Substance Abuse Evaluations - **\$850.00** each.

X. Entire Agreement

This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter of this Agreement, and supersedes any prior understandings or written or oral agreements between the parties with respect to the subject matter of this Agreement.

EMPLOYEE SERVICES, INC.

Town of Kent, NY

Diane Dunbar, President & Chief Operating Officer

4/15/20

Date

Authorized Signature

Date