

**TOWN OF KENT
TOWN BOARD MEETING
Tuesday, May 18, 2021**

Workshop/Meeting: 7:00 p.m.

1. Pledge of Allegiance
2. Roll Call
3. Discussion and/or Vote on the following:
 - a. Annual Stormwater Report
 - b. Marihuana Regulation & Taxation Act
 - c. Lake Carmel Parks District – Beach 7 Fencing repairs
 - d. Finance Department – contract for financial advisory services
 - e. Sanitation – authorize the sale or scrapping of Sanitation truck #22
 - f. Planning Department – escrow return for TM# 33.48-1-6, Authorize Supervisor to sign transfer form for Stormwater Easement and acceptance of bonds for TM#12.- 1-38 & 42
 - g. Kent Police Department – new hire
 - h. Approval of Vouchers and Claims
4. Announcements
5. Public Comment

S854-A/A01248-A Marijuana Regulation and Taxation Act**Article 6****§ 131. Local opt-out; municipal control and preemption.**

1. The licensure and establishment of a retail dispensary license and/or on-site consumption license under the provisions of article four of this chapter authorizing the retail sale of adult-use cannabis to cannabis consumers shall not be applicable to a town, city or village which, after the effective date of this chapter, and, on or before the later of December thirty-first, two thousand twenty-one or nine months after the effective date of this section, adopts a local law, subject to permissive referendum governed by section twenty-four of the municipal home rule law, requesting the cannabis control board to prohibit the establishment of such retail dispensary licenses and/or on-site consumption licenses contained in article four of this chapter, within the jurisdiction of the town, city or village. Provided, however, that any town law shall apply to the area of the town outside of any village within such town. No local law may be adopted after the later of December thirty-first, two thousand twenty-one or nine months after the effective date of this section prohibiting the establishment of retail dispensary licenses and/or on-site consumption licenses; provided, however, that a local law repealing such prohibition may be adopted after such date.

2. Except as provided for in subdivision one of this section, all county, town, city and village governing bodies are hereby preempted from adopting any law, rule, ordinance, regulation or prohibition pertaining to the operation or licensure of registered organizations, adult-use cannabis licenses or cannabinoid hemp licenses. However, towns, cities and villages may pass local laws and regulations governing the time, place and manner of the operation of licensed adult-use cannabis retail dispensaries and/or on-site consumption site, provided such law or regulation does not make the operation of such licensed retail dispensaries or on-site consumption sites unreasonably impracticable as determined by the board.

Article 20**§ 493. Imposition of tax.**

(c) In addition to the taxes imposed by subdivisions (a) and (b) of this section, there is hereby imposed a tax on the sale or transfer of adult-use cannabis products to a retail customer by a person who sells adult-use cannabis products at retail at the rate of four percent of the amount charged by such person for such adult-use cannabis product, which tax shall accrue at the time of such sale or transfer. The tax imposed by this subdivision is imposed on a person who sells adult-use cannabis products at retail, and shall be paid to the commissioner in trust for and on account of a city having a population of a million or more, and counties (other than counties wholly within such a city), towns, villages, and cities with a population of less than a million in which a retail dispensary is located.

Article 20-c

§ 496-b Administrative Provisions

(b)(2) All taxes, interest, and penalties collected or received by the commissioner under subdivision (c) of section four hundred ninety-three of this article shall be deposited and disposed of pursuant to the provisions of section one hundred seventy-one-a of this chapter, provided that an amount equal to one hundred percent collected under such subdivision (c), less any amount determined by the commissioner to be reserved by the comptroller for refunds or reimbursements, shall be paid to the comptroller and the commissioner shall certify to the comptroller the amount of tax, penalties, and interest attributable to retail sales within a city with a population of a million or more and counties (other than a county wholly within such city). Such amount will be distributed by the comptroller to such city and such counties. Such counties shall be entitled to retain twenty-five percent of the monies so distributed. Such counties shall distribute the remaining seventy-five percent of such monies to the towns, villages, and cities within such county in which a retail dispensary is located in proportion to the sales of adult-use cannabis products by the retail dispensaries in such towns, villages and cities as reported by a seed-to-sale system, provided, however, where a retail dispensary is located in a village within a town that both permit cannabis retail sales, then the county shall distribute the monies attributable to such retail dispensary to such town and village in such proportion as may be agreed upon by the elective governing body of such town and of such village or, in the absence of such an agreement, shall evenly divide such monies between such town and village. Such counties shall distribute the monies received for each quarter ending on the last day of February, May, August or November to such towns, villages and cities no later than the thirtieth day after receipt of such monies from the comptroller.

Tamara Harrison

From: Lake Carmel Parks Clerk
Sent: Monday, May 17, 2021 11:28 AM
To: Maureen Fleming
Cc: Tamara Harrison
Subject: Agenda Item: Replacement of Fencing at Beach #7
Attachments: DOC051721-05172021113049.pdf

Importance: High

Frank Sabatini has requested quotes for the replacement of fencing at Beach #7. Attached please find quotes from Duke Fence and Campanella Fence for the replacement of fencing at Beach #7 (Lakeshore Dr W and Gilead Rd). A third quote from Sport Tech Construction Corp. has been requested and should be received Tuesday (May 18).

Thank you.

Heidi Link**Lake Carmel Park District Clerk****Town of Kent**

25 Sybil's Crossing

Kent Lakes, NY 10512

Telephone: (845) 306-5602

Fax: (845) 225-5130

lcpdclerk@townofkentny.gov

www.townofkentny.gov/lcpd_home.htm

Tamara Harrison

From: Duke Fence <jdukefence@gmail.com>
Sent: Sunday, May 16, 2021 9:09 AM
To: Tamara Harrison
Subject: Beach 7 Fence estimate

TOWN OF KENT NOTICE

THIS EMAIL IS FROM AN EXTERNAL SENDER!

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

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

**Town of Kent
Parks Dept.
25 Sybil's Crossing
Kent , NY. 10512
Fax 845 225 9464**

FENCE ESTIMATE MAY 15, 2021

Beach 7 :

From road to waters edge, remove existing old fence and install aprox. 100ft. of all new 5ft. high black chain link fence to match existing road front fence.

All piping, wire and hardware to be black. All posts set in concrete footings.

2 ½" end & corner posts.

2" line posts.

1 5/8" top rail

5ft. high heavy grade 6 gauge black chain link fabric.

Cost installed with materials and labor \$4,340.00.

Price does not include the hauling away of old fence.



www.campanellafence.com

289 Route 6 Mahopac NY 10541

tony@campanellafence.com

845-628-2200 phone | 845-628-5649 fax



Westchester 4145-H91 Yonkers 4418 Putnam 135 Connecticut 581036 Rockland H11709-12-00-00

Date: 5-16-21

Project Manager: Tony Campanella

Customer: Lake Carmel Parks Dept

E-mail: lcpdclerk@townofkentny.gov

Contact: Frank Sabatini

Phone: [REDACTED]

Job Site: Lake Shore Drive West

Phone:

Town: Carmel

Other:

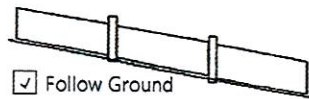
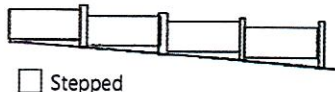
State: NY

Zip: 10512

Fax:

Other Email:

Billing Address:



1) Supply and install approximately 86 Lf. of chain link fence.

Fence to be 5 ft. high - ALL BLACK.

Wire to be 6 gauge x 2 inch.

2 1/2 inch terminals SS20

2 inch line posts SS20

1 5/8 inch top rail SS20

Coil wire to be 6 gauge.

Beveled bands .

Includes removal of old fence.

Note- existing concrete post bases may remain and be buried.

PREVAILING WAGE RATE/ NON UNION

Prices are only valid for 5 days due to volatility of the market

Date of Acceptance: _____

Sub Total: \$6,686.00

Exempt 0.000% \$0.00

Customer Signature: _____

Total: \$6,686.00

50% Deposit Required

Deposit Received:

Authorized Signature (CF): _____

Balance Due Upon Completion

Purchaser has an unconditional right to cancel this contract until midnight of the third business day after the contract was signed. Cancellation must be done in writing.



www.campanellafence.com

289 Route 6 Mahopac NY 10541

tony@campanellafence.com

845-628-2200 phone | 845-628-5649 fax



Westchester 4145-H91 Yonkers 4418 Putnam 135 Connecticut 581036 Rockland H11709-12-00-00

Date: 5-16-21

Project Manager: Tony Campanella

Customer: Lake Carmel Parks Dept

E-mail: lcpcclerk@townofkentny.gov

Contact: Frank Sabatini

Phone: [REDACTED]

Job Site: Lake Shore Drive West

Phone:

Other:

Town: Carmel

Fax:

State: NY

Zip: 10512

Other Email:

Billing Address:

TERMS AND CONDITIONS OF CONTRACT

If necessary, Campanella Fence will contact "Dig Safely" to mark out all public utilities such as electric, sewer, water and gas prior to installation. Flags and sprayed markings may be placed on the property and should not be disturbed. Customer is responsible to mark all private underground utilities, including, but not limited to, electrical wires, propane lines, septic tank and lines, sprinkler lines, pool equipment, path lighting and drainage pipes. Restrictions of any nature which might interfere with installation, cause injury and/or damage should be made known to Campanella Fence prior to installation. Campanella Fence is not responsible for damages to any unforeseen items.

Fence permits, wetland permits and ordinances are the responsibility of the Customer. Customer should check with their local building department to determine if a permit is necessary and if there are any restrictions. Customer warrants that the work will not violate any town, county or state municipal codes, any pool codes, wetland setbacks and/or buffer zone ordinances. Customer is responsible to disclose to Campanella Fence any setbacks, buffer zones or environmental areas located within 500 feet of the proposed work area prior to the commencement of installation. It is the Customer's responsibility for placement and location of the fence. If property markers are not present, it is recommended that you have a survey done with proper markings by a licensed surveyor to ensure the fence is installed within your property boundaries. If survey markers are not present, then Purchaser assumes 100% responsibility for the placement of the fence and any costs associated with removal and reinstallation. Customer understands that the erection of a fence on Customer's property will require Campanella Fence to remove sod, soil, grass, shrubbery and/or plantings that could affect the installation.

Accordingly, Purchaser agrees that Campanella Fence its agents, and employees are not responsible for any damage caused to Purchaser's sod, soil, grass, shrubbery and/or plantings or for consequential damage because of the erection of the fence, absent gross negligence.

The price quoted by Campanella Fence in the proposal is based upon normal construction conditions. All grading and or filling required after the completion of the project is the sole responsibility of the Customer, unless otherwise stated in writing. All work to be completed in a workmanlike manner per standard practices. Any alteration or deviation from specifications involving extra costs will be executed upon written orders with an extra charge, if any, above contracted price. Customer agrees to indemnify and hold harmless, Campanella Fence, its agents, and employees for any damage caused by a breach of any of the foregoing warranties. All fence materials are the responsibility of the Customer after servicemen leave the construction site. The product contracted for does not become the property of the Customer until final payment is made. Campanella Fence can withdraw, at any time, all materials supplied and/or installed by them should payment not be made per the agreed upon terms. In the event of legal proceedings brought by Campanella Fence to enforce the terms of this Agreement, the Customer agrees to pay contractor's reasonable legal fees, expenses and court costs. Campanella Fence carries a 4-year labor warranty on installations. Self-closing gates, latches and hinges, and any gate adjustments are not included in the labor warranty. Any acts of God are not covered under labor warranty. Chain link, aluminum and PVC materials are warranted as specified by the manufacturer. Campanella Fence offers no warranties or guarantees on wood products. Wood is a natural product that may crack, split, warp, mildew, twist or stain. Dog kennels and animal enclosures are not covered under installation guarantees or warranties. Manufacturer warranted materials, do not include labor to remove and reinstall. Staining or painting of any wood product is done only at the customer's request. Peeling, blistering or cracking may occur. Rough wood surfaces, knot holes, nail holes etc. may become noticeable with staining. Campanella Fence does not warranty any staining or its stained materials.

Campanella Fence accepts Visa, MasterCard, Discover and American Express. If using a credit card, a 3% service charge will be added

to the total. Unless otherwise stated pictures of completed jobs may be used in Campanella Fence advertising. Initial: _____

**ALL CEMENT FOOTINGS INCLUDED - ALL ROCK DRILLING INCLUDED UNLESS OTHERWISE STATED
WARRANTY ON ALL PVC THROUGH THE MANUFACTURERS**

ANY ADDITIONAL LABOR OR MATERIAL NOT WRITTEN IN THIS CONTRACT CAN RESULT IN ADDITIONAL CHARGES

Customer Signature _____ Contract pricing is valid for 14 days

Tamara Harrison

From: Accountant
Sent: Tuesday, May 04, 2021 9:58 AM
To: Tamara Harrison
Subject: Fw: Kent Town - Agreement with CMA for Financial Advisory Serv
Attachments: Kent Town 5.3.21.pdf

Financial Services agreement we sign every year with CMA.

From: Richard Tortora <rtortora@capmark.org>
Sent: Monday, May 3, 2021 4:34 PM
To: Accountant <accountant@townofkentny.gov>
Cc: Eileen Duggan <eduggan@capmark.org>
Subject: Kent Town - Agreement with CMA for Financial Advisory Serv

TOWN OF KENT NOTICE

THIS EMAIL IS FROM AN EXTERNAL SENDER!

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

Good Afternoon Yulia:

I hope this email finds you, your family and colleagues at Town Hall safe and healthy.

In connection with the Town's planned issuance of serial bonds this summer, I now attach for your review and execution an agreement between the Town of Kent and CMA for Financial Advisory Services. If the agreement meets your approval, please send me an executed copy at your earliest convenience. The SEC requires that all municipal advisors maintain current, signed agreements with each of their clients on file.

On behalf of all of us here at CMA, I thank you for giving us the opportunity to assist you as you address the Town's financing needs. We enjoy and appreciate our relationship with you and the town of Kent.

Stay safe.

Richard

Richard Tortora
President
 Capital Markets Advisors, LLC
 11 Grace Avenue, Suite 308
 Great Neck, New York 11021
 516-487-9815
rtortora@capmark.org



822 Route 82, Suite 310
Hopewell Junction, NY 12533
Phone: 516-487-9815
rtortora@capmark.org

Financial Advisory Services Agreement

This Agreement has been entered into this ____ day of _____, 2021 by and between the town of Kent, New York ("Town") and Capital Markets Advisors, LLC ("CMA"), a limited liability company created under the laws of the State of New York and having its principal place of business at 11 Grace Avenue, Suite 308, Great Neck, New York 11021.

Section 1 Financial Advisory Services

CMA will provide the following services in connection with bond, note and lease financings (the "Issue"), undertaken by the Town during the term of this Agreement.

- 1.01 Discuss a plan of finance to include structure for debt issuance, taking into consideration such factors as State Building aid, local resources, market conditions, budget constraints, projected repayment requirements and future capital needs.
- 1.02 Make presentations to the Board and members of the public concerning the debt issuance process, the credit rating process, interest rates and the budget impact resulting from the debt issue, at the Town's request.
- 1.03 Prepare or assist in the preparation of financing documents, as required by the Town, including but not limited to: Term Sheet, Official Statement, Notice of Sale and Bid Sheet, request for a credit rating, request for municipal bond insurance, DTC Letter of Representations, debt statement and pre-sale or post-sale analysis, if requested.
- 1.04 Recommend alternative financing methods and use of credit enhancement when appropriate.
- 1.05 Maintain relationships with the credit rating agencies, coordinate presentations, as needed, and conduct presentation preparation, as necessary.
- 1.06 Upon the request of the Town, CMA will assist the Town in the selection of other service providers necessary to conduct each Issue including but not limited to bond counsel, rating agencies, bond insurers, underwriters, trustee, verification agent and financial printer, if appropriate.
- 1.07 Prepare and maintain a financing schedule, cost of issue for refunding transactions, list of participants, and take such other actions requested by the Town to efficiently manage each Issue in order to meet the Town's objectives.
- 1.08 Participate in the sale of the debt and confirm net interest cost or true interest cost calculation.
- 1.09 Assist with the closing of the Issue and verify receipt of Issue proceeds.
- 1.10 Prepare and file required Continuing Disclosure and material event notices as required by SEC Rule 15c2-12.

Section 2 Compensation

- 2.01 For CMA's performance of services on behalf of the Town as described in Section 1 hereof, CMA's fees will be as follows:
- For bond issues: a base fee of \$8,000 plus \$0.50 per \$1,000 of bonds issued
 - For note issues: a base fee of \$4,250 plus \$0.25 per \$1,000 of notes issued
 - For notes sold with only a Term Sheet and no Official Statement: \$3,350
 - For refunding bond issues: a base fee of \$17,500 plus \$1.00 per \$1,000 of bonds issued
 - For capital lease issues: a base fee of \$4,650 for issues plus \$.50 per \$1,000 of lease debt issued
 - For limited Continuing Disclosure: \$750 annually, inclusive of all required Material Event Notices
 - For full Continuing Disclosure: \$2,500 annually, inclusive of any required Material Event Notices
 - For services unrelated to a bond issuance: billed at an hourly fee of \$175 per hour.
- 2.02 The Town will pay normal issuance costs such as printing, distribution, postage, photocopying, overnight delivery, bond counsel, rating agency and other associated expenses.
- 2.03 Payment of CMA's compensation is due within thirty (30) days of receipt of CMA's invoice following the closing of the financing.

Section 3 Term of Agreement

The term of this Agreement shall be from the date hereof to December 31, 2022.

Section 4 Disclosure

CMA does not assume the responsibilities of the Town, nor the responsibilities of the other professionals and vendors representing the Town, in the provision of services and the preparation of financing documents for financings under this agreement. CMA accepts the relationship of trust and confidence established between it and the Town. CMA agrees to furnish its best skill and judgment in the performance of its services in the most expeditious and economical manner consistent with the interests of the Town. Information obtained by CMA, either through its own efforts or provided by the Town, included in the financing documents, or otherwise provided to the Town, is by reason of experience and professional judgment, believed to be accurate; however, such information is not guaranteed by CMA. However, nothing in this paragraph shall relieve CMA from liability due to negligence or want of due diligence in the performance of its services.

Section 5 Required Regulatory Disclosure

Municipal Securities Rulemaking Board ("MSRB") Rule G-10 requires that municipal advisors, including CMA, provide to their clients the following information:

(i) CMA is registered as an independent municipal advisor with the MSRB (Registration No. K0489) and the US Securities and Exchange Commission ("SEC") (Registration No. 867-00807); (ii) CMA is subject to the regulations and rules on municipal advisory activities established by the SEC and MSRB; (iii) the website for the MSRB is www.msrb.org and the website for the SEC is www.sec.gov and (iv) in addition to having educational materials about the municipal securities market, the MSRB website has a municipal advisory client brochure that describes the protections that may be provided by the MSRB rules and how to file a complaint with the appropriate regulatory authority.

MSRB Rule G-42 requires that municipal advisors, including CMA, inform their clients as to any conflicts of interest that may exist that could impact the Town. To the best of our knowledge and belief, neither CMA nor any registered associated person has any material undisclosed conflict of interest that would impact CMA's ability to service the Town.

Section 6 Binding Effect

All agreements and covenants contained herein are severable and in the event any of them shall be held to be invalid by any competent court, this agreement shall be interpreted as if such invalid agreements or covenants were not contained herein, and the remaining provisions of this agreement shall remain in full force and effect. Each party hereto represents and warrants that this agreement has been duly authorized and executed by it and constitutes its valid and binding agreement.

Section 7 Modification and Termination

This Agreement contains the entire agreement of the parties. It may be amended in whole or in part from time to time in writing by mutual consent of the parties. Either the Town or CMA can terminate this agreement, with or without cause, on thirty (30) days written notice to the other without incurring any further liability hereunder.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year set forth below.

CAPITAL MARKETS ADVISORS, LLC

Richard Tortora

Richard Tortora
President

TOWN OF KENT, NEW YORK

By: _____

Name: _____

Title: _____



MUNICIPAL REPAIRS

Nicholas Mancuso, Service Manager

62 Ludington Court

Kent Lakes, NY 10512

(845) 225-6612

municipalrepairs@townofkentny.gov


Memo

Date: May 12, 2021

Subject: Sanitation Truck 22

Supervisor Maureen Fleming and the Kent Town Board,
After thorough review of Sanitation truck 22- 2005 Mack VIN # 1M2K189C25M027570 in my evaluation along with Sanitation foreman Rich Rivera the truck has reached the end of its service life. The truck is extremely rotted and the cab has structural decay making the truck unsafe to drive and not passing New York State Inspection in its current condition. My recommendation is to send the truck to auction or scrap which ever gets the Town the best value. Look forward to your response.

Please feel free to contact me if you have questions regarding this matter.
Thank you,

Nicholas Mancuso

Service Manager
Town of Kent

Tamara Harrison

From: Planning Kent
Sent: Friday, May 14, 2021 1:17 PM
To: Maureen Fleming; Tamara Harrison; Lana Cappelli; Accountant
Subject: Return Escrow to Delfin - recommendation from KPB
Attachments: DOC122120.pdf

Please find attached a request to refund escrow in the amount of \$441.25 to:

Tahra Delfin
Delfin Studios
531 Rte 52, Ste. 3
Carmel, NY 10512

The Planning Board passed Resolution #7 at the May 13, 2021 meeting and are asking that the Town Board approve this recommendation at their next meeting.

Thanks very much.

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

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

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

Resolution #7
Year 2021

Date: May 13, 2021
From: The Kent Planning Board
To: The Kent Town Board:
Maureen Fleming, Supervisor - w/Att Bill Huestis, Deputy Supervisor
Paul Denbaum Jamie McGlasson
Chris Ruthven
CC: W. Walters, Building Inspector - w/Att T. Harrison - w/Att.
L. Cappelli, Town Clerk - w/Att Finance Department - w/Att.
Re: **Delfin Studios LLC, 531 Route 52, Kent, NY; TM: 33.48-1-6**
Return Escrow to Applicant

A Resolution (#6) for approval of a sign for this project was passed in March 2021.

Invoices for services rendered have been processed. The applicant sent an email asking that the funds remaining in the escrow account be returned.

Ms. Axelson recommended that the Planning Board approve request.

Mr. Tolmach asked for a motion to return the escrow remaining in the account (\$441.25) noted above. The motion was made by Mr. Wilhelm and seconded by Mr. Carey. Following were the roll call votes.

Philip Tolmach, Chairman	<u>Aye</u>
Dennis Lowes	<u>Aye</u>
Simon Carey	<u>Aye</u>
Giancarlo Gattucci	<u>Aye</u>
Hugo German	<u>Aye</u>
Charles Sisto	<u>Absent</u>
Stephen Wilhelm	<u>Aye</u>

The motion carried.

Resolved: On May 13, 2021 Kent Planning Board reviewed material pertaining to the recommendation noted above (attached) and agreed that it was appropriate to return funds remaining in the escrow account as requested by the applicant.

I, Vera Patterson, Planning Board Secretary of the town of Kent, County of Putnam, State of New York, do hereby certify that the foregoing is a true excerpt from the minutes of a meeting of the Planning Board of the Town of Kent held on May 13, 2021.



Vera Patterson
Planning Board Secretary

Dated: May 14, 2021

Tamara Harrison

From: Planning Kent
Sent: Thursday, May 13, 2021 11:29 AM
To: Maureen Fleming; Lana Cappelli; Accountant
Cc: Tamara Harrison
Subject: Kent Development Commercial Property Bonds_May 2021
Attachments: Kent Development Commercial Property Bonds_May 2021.pdf

Please find attached supporting documentation for the above mentioned bonds for Kent Development.

The Planning Board would appreciate it very much if this project could be put on the next Town Board Agenda. As is our usual practice, I've given the original bond agreements to Lana. The \$2,000.00 check for the timber harvest is going to Yulia. I am also hand-delivering the original Combined Real Estate Transfer Tax Return Document (TP-584) to Tamara to have the EIN placed on it and when it is returned to me I'll see that Insite gets it so they can file it with the County.

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

**Combined Real Estate Transfer Tax Return,
Credit Line Mortgage Certificate, and
Certification of Exemption from the
Payment of Estimated Personal Income Tax**

See Form TP-584-I, Instructions for Form TP-584, before completing this form. Print or type.

Schedule A – Information relating to conveyance

Grantor/Transferor	Name (if individual, last, first, middle initial) (<input type="checkbox"/> mark an X if more than one grantor)	Social Security number (SSN)
<input type="checkbox"/> Individual	KENT DEVELOPMENT ASSOCIATES, INC.	
<input checked="" type="checkbox"/> Corporation	Mailing address	SSN
<input type="checkbox"/> Partnership	3498 Lantern Bay Drive	
<input type="checkbox"/> Estate/Trust	City State ZIP code	Employer Identification Number (EIN)
<input type="checkbox"/> Single member LLC	Jupiter FL 33477	04-379656
<input type="checkbox"/> Multi-member LLC	Single member's name if grantor is a single member LLC (see instructions)	Single member EIN or SSN
<input type="checkbox"/> Other		
Grantee/Transferee	Name (if individual, last, first, middle initial) (<input type="checkbox"/> mark an X if more than one grantee)	SSN
<input type="checkbox"/> Individual	TOWN OF KENT	
<input checked="" type="checkbox"/> Corporation	Mailing address	SSN
<input type="checkbox"/> Partnership	Town Hall, 25 Sybil's Crossing	
<input type="checkbox"/> Estate/Trust	City State ZIP code	EIN
<input type="checkbox"/> Single member LLC	Kent Lakes NY 10512	14600 2283
<input type="checkbox"/> Multi-member LLC	Single member's name if grantee is a single member LLC (see instructions)	Single member EIN or SSN
<input type="checkbox"/> Other		

Location and description of property conveyed

Tax map designation – Section, block & lot (include dots and dashes)	SWIS code (six digits)	Street address	City, town, or village	County
12.-1-38	372200	North Horsepound Road	Kent	Putnam

Type of property conveyed (mark an X in applicable box)

1 <input type="checkbox"/> One- to three-family house	6 <input type="checkbox"/> Apartment building	Date of conveyance <table border="1"><tr><td> </td><td> </td><td> </td></tr><tr><td>month</td><td>day</td><td>year</td></tr></table>				month	day	year	Percentage of real property conveyed which is residential real property _____ % (see instructions)
month	day	year							
2 <input type="checkbox"/> Residential cooperative	7 <input type="checkbox"/> Office building								
3 <input type="checkbox"/> Residential condominium	8 <input type="checkbox"/> Four-family dwelling								
4 <input type="checkbox"/> Vacant land	9 <input checked="" type="checkbox"/> Other <u>Easement</u>								
5 <input type="checkbox"/> Commercial/industrial									

**Condition of conveyance
(mark an X in all that apply)**

a. <input type="checkbox"/> Conveyance of fee interest	f. <input type="checkbox"/> Conveyance which consists of a mere change of identity or form of ownership or organization (attach Form TP-584.1, Schedule F)	l. <input type="checkbox"/> Option assignment or surrender
b. <input type="checkbox"/> Acquisition of a controlling interest (state percentage acquired _____ %)	g. <input type="checkbox"/> Conveyance for which credit for tax previously paid will be claimed (attach Form TP-584.1, Schedule G)	m. <input type="checkbox"/> Leasehold assignment or surrender
c. <input type="checkbox"/> Transfer of a controlling interest (state percentage transferred _____ %)	h. <input type="checkbox"/> Conveyance of cooperative apartment(s)	n. <input type="checkbox"/> Leasehold grant
d. <input type="checkbox"/> Conveyance to cooperative housing corporation	i. <input type="checkbox"/> Syndication	o. <input type="checkbox"/> Conveyance of an easement
e. <input type="checkbox"/> Conveyance pursuant to or in lieu of foreclosure or enforcement of security interest (attach Form TP-584.1, Schedule E)	j. <input type="checkbox"/> Conveyance of air rights or development rights	p. <input type="checkbox"/> Conveyance for which exemption from transfer tax claimed (complete Schedule B, Part 3)
	k. <input type="checkbox"/> Contract assignment	q. <input type="checkbox"/> Conveyance of property partly within and partly outside the state
		r. <input type="checkbox"/> Conveyance pursuant to divorce or separation
		s. <input checked="" type="checkbox"/> Other (describe) <u>Stormwater Easement</u>

For recording officer's use	Amount received	Date received	Transaction number
	Schedule B, Part 1 \$ _____		
	Schedule B, Part 2 \$ _____		

Schedule B – Real estate transfer tax return (Tax Law Article 31)**Part 1 – Computation of tax due**

- 1 Enter amount of consideration for the conveyance (if you are claiming a total exemption from tax, mark an **X** in the Exemption claimed box, enter consideration and proceed to Part 3) ☐ **Exemption claimed**
- 2 Continuing lien deduction (see instructions if property is taken subject to mortgage or lien)
- 3 Taxable consideration (subtract line 2 from line 1)
- 4 Tax: \$2 for each \$500, or fractional part thereof, of consideration on line 3
- 5 Amount of credit claimed for tax previously paid (see instructions and attach Form TP-584.1, Schedule G)
- 6 Total tax due* (subtract line 5 from line 4)

1.		0	00
2.		0	00
3.		0	00
4.		0	00
5.		0	00
6.		0	00

Part 2 – Computation of additional tax due on the conveyance of residential real property for \$1 million or more

- 1 Enter amount of consideration for conveyance (from Part 1, line 1)
- 2 Taxable consideration (multiply line 1 by the percentage of the premises which is residential real property, as shown in Schedule A) ...
- 3 Total additional transfer tax due* (multiply line 2 by 1% (.01))

1.		
2.		
3.		

Part 3 – Explanation of exemption claimed on Part 1, line 1 (mark an **X in all boxes that apply)**

The conveyance of real property is exempt from the real estate transfer tax for the following reason:

- a. Conveyance is to the United Nations, the United States of America, New York State, or any of their instrumentalities, agencies, or political subdivisions (or any public corporation, including a public corporation created pursuant to agreement or compact with another state or Canada) a ☐
- b. Conveyance is to secure a debt or other obligation..... b ☐
- c. Conveyance is without additional consideration to confirm, correct, modify, or supplement a prior conveyance..... c ☐
- d. Conveyance of real property is without consideration and not in connection with a sale, including conveyances conveying realty as bona fide gifts..... d ☐
- e. Conveyance is given in connection with a tax sale..... e ☐
- f. Conveyance is a mere change of identity or form of ownership or organization where there is no change in beneficial ownership. (This exemption cannot be claimed for a conveyance to a cooperative housing corporation of real property comprising the cooperative dwelling or dwellings.) Attach Form TP-584.1, Schedule F f ☐
- g. Conveyance consists of deed of partition..... g ☐
- h. Conveyance is given pursuant to the federal Bankruptcy Act..... h ☐
- i. Conveyance consists of the execution of a contract to sell real property, without the use or occupancy of such property, or the granting of an option to purchase real property, without the use or occupancy of such property..... i ☐
- j. Conveyance of an option or contract to purchase real property with the use or occupancy of such property where the consideration is less than \$200,000 and such property was used solely by the grantor as the grantor's personal residence and consists of a one-, two-, or three-family house, an individual residential condominium unit, or the sale of stock in a cooperative housing corporation in connection with the grant or transfer of a proprietary leasehold covering an individual residential cooperative apartment..... j ☐
- k. Conveyance is not a conveyance within the meaning of Tax Law, Article 31, § 1401(e) (attach documents supporting such claim) k ☐

* The total tax (from Part 1, line 6 and Part 2, line 3 above) is due within 15 days from the date of conveyance. Make check(s) payable to the county clerk where the recording is to take place. For conveyances of real property within New York City, use Form TP-584-NYC. If a recording is not required, send this return and your check(s) made payable to the **NYS Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-0045. If not using U.S. Mail, see Publication 55, *Designated Private Delivery Services*.

Schedule C – Credit Line Mortgage Certificate (Tax Law Article 11)**Complete the following only if the interest being transferred is a fee simple interest.**This is to certify that: (mark an **X** in the appropriate box)

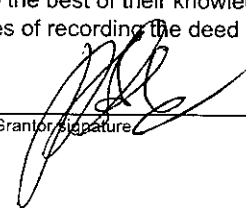
1. ☒ The real property being sold or transferred is not subject to an outstanding credit line mortgage.
2. ☐ The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:
- a. ☐ The transfer of real property is a transfer of a fee simple interest to a person or persons who held a fee simple interest in the real property (whether as a joint tenant, a tenant in common or otherwise) immediately before the transfer.
- b. ☐ The transfer of real property is (A) to a person or persons related by blood, marriage or adoption to the original obligor or to one or more of the original obligors or (B) to a person or entity where 50% or more of the beneficial interest in such real property after the transfer is held by the transferor or such related person or persons (as in the case of a transfer to a trustee for the benefit of a minor or the transfer to a trust for the benefit of the transferor).
- c. ☐ The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee, or other officer of a court.
- d. ☐ The maximum principal amount secured by the credit line mortgage is \$3 million or more, and the real property being sold or transferred is **not** principally improved nor will it be improved by a one- to six-family owner-occupied residence or dwelling.

Note: for purposes of determining whether the maximum principal amount secured is \$3 million or more as described above, the amounts secured by two or more credit line mortgages may be aggregated under certain circumstances. See TSB-M-96(6)-R for more information regarding these aggregation requirements.

- e. ☐ Other (attach detailed explanation).
3. ☐ The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:
- a. ☐ A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.
- b. ☐ A check has been drawn payable for transmission to the credit line mortgagee or mortgagee's agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.
4. ☐ The real property being transferred is subject to an outstanding credit line mortgage recorded in _____ (insert liber and page or reel or other identification of the mortgage). The maximum principal amount of debt or obligation secured by the mortgage is _____. No exemption from tax is claimed and the tax of _____ is being paid herewith. (Make check payable to county clerk where deed will be recorded.)

Signature (both the grantors and grantees must sign)

The undersigned certify that the above information contained in Schedules A, B, and C, including any return, certification, schedule, or attachment, is to the best of their knowledge, true and complete, and authorize the person(s) submitting such form on their behalf to receive a copy for purposes of recording the deed or other instrument effecting the conveyance.

 _____ Grantor signature	President _____ Title	_____ Grantee signature	_____ Title
_____ Grantor signature	_____ Title	_____ Grantee signature	_____ Title

Reminder: Did you complete all of the required information in Schedules A, B, and C? Are you required to complete Schedule D? If you marked e, f, or g in Schedule A, did you complete Form TP-584.1? Have you attached your check(s) made payable to the county clerk where recording will take place? If no recording is required, send this return and your check(s), made payable to the **NYS Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-0045. If not using U.S. Mail, see Publication 55, *Designated Private Delivery Services*.

Schedule D – Certification of exemption from the payment of estimated personal income tax (Tax Law, Article 22, § 663)

Complete the following only if a fee simple interest or a cooperative unit is being transferred by an individual or estate or trust.

If the property is being conveyed by a referee pursuant to a foreclosure proceeding, proceed to Part 2, mark an X in the second box under *Exemption for nonresident transferors/sellers*, and sign at bottom.

Part 1 – New York State residents

If you are a New York State resident transferor/seller listed in Form TP-584, Schedule A (or an attachment to Form TP-584), you must sign the certification below. If one or more transferor/seller of the real property or cooperative unit is a resident of New York State, **each** resident transferor/seller must sign in the space provided. If more space is needed, photocopy this Schedule D and submit as many schedules as necessary to accommodate all resident transferors/sellers.

Certification of resident transferors/sellers

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor/seller as signed below was a resident of New York State, and therefore is not required to pay estimated personal income tax under Tax Law § 663(a) upon the sale or transfer of this real property or cooperative unit.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

Note: A resident of New York State may still be required to pay estimated tax under Tax Law § 685(c), but not as a condition of recording a deed.

Part 2 – Nonresidents of New York State

If you are a nonresident of New York State listed as a transferor/seller in Form TP-584, Schedule A (or an attachment to Form TP-584) but are not required to pay estimated personal income tax because one of the exemptions below applies under Tax Law § 663(c), mark an X in the box of the appropriate exemption below. If any one of the exemptions below applies to the transferor/seller, that transferor/seller is not required to pay estimated personal income tax to New York State under Tax Law § 663. **Each** nonresident transferor/seller who qualifies under one of the exemptions below must sign in the space provided. If more space is needed, photocopy this Schedule D and submit as many schedules as necessary to accommodate all nonresident transferors/sellers.

If none of these exemption statements apply, you must complete Form IT-2663, *Nonresident Real Property Estimated Income Tax Payment Form*, or Form IT-2664, *Nonresident Cooperative Unit Estimated Income Tax Payment Form*. For more information, see *Payment of estimated personal income tax*, on Form TP-584-I, page 1.

Exemption for nonresident transferors/sellers

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor/seller (grantor) of this real property or cooperative unit was a nonresident of New York State, but is not required to pay estimated personal income tax under Tax Law § 663 due to one of the following exemptions:

- ☐ The real property or cooperative unit being sold or transferred qualifies in total as the transferor's/seller's principal residence (within the meaning of Internal Revenue Code, section 121) from _____ Date _____ to _____ Date _____ (see instructions).
- ☐ The transferor/seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure, or in lieu of foreclosure with no additional consideration.
- ☐ The transferor or transferee is an agency or authority of the United States of America, an agency or authority of New York State, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

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

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

Resolution # 8
Year 2021

Date: May 11, 2021
From: The Kent Planning Board
To: The Kent Town Board:
Maureen Fleming, Supervisor - w/Att Bill Huestis, Deputy Supervisor
Paul Denbaum Jamie McGlasson
Chris Ruthven
CC: W. Walters, Building Inspector - w/Att T. Harrison - w/Att.
L. Cappelli, Town Clerk - w/Att Finance Department - w/Att.
Re: **Recommendation to Forward an Erosion Control Bond Agreement to the Town Board for:**
Richard Esposito
Kent Development Associates, Inc.
3498 Lantern Bay Drive
Jupiter, FL 33477
For Property Located at:
N. Horsepound Road & Peckslip Road
Kent, NY 10512
TM: 12.-1-38 & 42

Resolved: On December 10, 2020 Kent Planning Board reviewed material pertaining to the recommendation noted above (attached) and agreed that it was appropriate to forward it to the Town Board for their action.

Mr. Tolmach asked for a motion to forward this Resolution #8 to the Kent Town Board to accept the attached Bonds:

Performance Bond for Long-Term Stormwater Management Facility/Surety Bond 15212931 - in the amount of: \$ 78,800.00

Erosion Control Bond/Surety Bond 15212933 - in the amount of: \$ 9,183.00

Performance Bond for Wetlands Permit/Landscaping/Surety Bond 15212934 - in the amount of: \$ 9,750.00

Performance Bond for Site Erosion Control Landscaping/Surety Bond 15212932 - in the amount of: \$ 7,355.00

Performance Bond for Timber Harvest Permit/Check #4711 - in the amount of: \$ 2,000.00

Mr. Tolmach asked for a motion to accept the Bonds as noted above and an inspection fee of \$1,000.00. The motion was made by Mr. Wilhelm and seconded by Mr. Carey. The roll call votes were as follows:

Philip Tolmach, Chairman	<u>Aye</u>	Nisim Sachakov	<u>Absent</u>
Dennis Lowes, Vice Chairman	<u>Aye</u>	Charles Sisto	<u>Aye</u>
Simon Carey	<u>Aye</u>	Stephen Wilhelm	<u>Aye</u>
Giancarlo Gattucci	<u>Aye</u>		

The motion carried.

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

I, Vera Patterson, Planning Board Secretary of the town of Kent, County of Putnam, State of New York, do hereby certify that the foregoing is a true excerpt from the minutes of a meeting of the Planning Board of the Town of Kent held on December 10, 2020.



Vera Patterson
Planning Board Secretary

Dated: