

**TOWN OF KENT
TOWN BOARD MEETING
Tuesday, May 4, 2021**

Workshop/Meeting: 7:00 p.m.

1. Pledge of Allegiance
2. Roll Call
3. Discussion and/or Vote on the following:
 - a. Building Department – annual report and updates
 - b. Highway Department – bond proposal, advertise for Maintenance Welder/MEO
 - c. Lake Carmel Parks District – correction of start dates for seasonal workers
 - d. Lake Tibet – lake management contract
 - e. Code Enforcer – contract to correct violations at TM# 33.26-1-46, TM# 33.34-1-24, and TM# 31.5-1-19
 - f. Fencing repairs at Town Center
 - g. Authorize application for Hudson River Valley Greenway Community Grant
 - h. ESI Renewal
 - i. Tax Certiorari
 - j. Fireworks Extravaganza Contract
 - k. Approval of Vouchers and Claims
4. Announcements
5. Public Comment

Hi Alex,

The board is getting ready to approve some capital projects on May 4th. Below is the breakdown of the projects. In addition, we will be paying off the current \$3,000,000 BAN with the bond proceeds.

Can you run an amortization schedule for me based on these numbers, and assuming we will be issuing the bond at the end of July?

Alex, can you please tell me what your fee will be.

Bill, could you please give me your fee as well.

• Buildings -	\$3,209,680.00
• Wall -	\$175,000.00
• Road Paving -	\$1,148,000.00
• Equipment -	\$467,320.00
• BAN redemption	\$3,000,000.00
• Total -	\$8,000,000.00

Thank you very much,
Yulia

Town of Kent

Putnam County, New York

14 Years

\$7,924,000 Public Improvement Serial Bonds - 2021

Prevailing 'Aa' rates + 30, 40 bps (as of 4.29.21)

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
07/29/2021	-	-	-	-	-
07/15/2022	539,000.00	0.400%	86,547.58	625,547.58	-
12/31/2022	-	-	-	-	625,547.58
01/15/2023	-	-	43,946.75	43,946.75	-
07/15/2023	540,000.00	0.420%	43,946.75	583,946.75	-
12/31/2023	-	-	-	-	627,893.50
01/15/2024	-	-	42,812.75	42,812.75	-
07/15/2024	540,000.00	0.530%	42,812.75	582,812.75	-
12/31/2024	-	-	-	-	625,625.50
01/15/2025	-	-	41,381.75	41,381.75	-
07/15/2025	545,000.00	0.650%	41,381.75	586,381.75	-
12/31/2025	-	-	-	-	627,763.50
01/15/2026	-	-	39,610.50	39,610.50	-
07/15/2026	545,000.00	0.780%	39,610.50	584,610.50	-
12/31/2026	-	-	-	-	624,221.00
01/15/2027	-	-	37,485.00	37,485.00	-
07/15/2027	550,000.00	0.960%	37,485.00	587,485.00	-
12/31/2027	-	-	-	-	624,970.00
01/15/2028	-	-	34,845.00	34,845.00	-
07/15/2028	555,000.00	1.090%	34,845.00	589,845.00	-
12/31/2028	-	-	-	-	624,690.00
01/15/2029	-	-	31,820.25	31,820.25	-
07/15/2029	560,000.00	1.250%	31,820.25	591,820.25	-
12/31/2029	-	-	-	-	623,640.50
01/15/2030	-	-	28,320.25	28,320.25	-
07/15/2030	570,000.00	1.450%	28,320.25	598,320.25	-
12/31/2030	-	-	-	-	626,640.50
01/15/2031	-	-	24,187.75	24,187.75	-
07/15/2031	580,000.00	1.520%	24,187.75	604,187.75	-
12/31/2031	-	-	-	-	628,375.50
01/15/2032	-	-	19,779.75	19,779.75	-
07/15/2032	585,000.00	1.590%	19,779.75	604,779.75	-
12/31/2032	-	-	-	-	624,559.50
01/15/2033	-	-	15,129.00	15,129.00	-
07/15/2033	595,000.00	1.630%	15,129.00	610,129.00	-
12/31/2033	-	-	-	-	625,258.00
01/15/2034	-	-	10,279.75	10,279.75	-
07/15/2034	605,000.00	1.660%	10,279.75	615,279.75	-
12/31/2034	-	-	-	-	625,559.50
01/15/2035	-	-	5,258.25	5,258.25	-
07/15/2035	615,000.00	1.710%	5,258.25	620,258.25	-
12/31/2035	-	-	-	-	625,516.50
Total	\$7,924,000.00	-	\$836,261.08	\$8,760,261.08	-

Yield Statistics

Bond Year Dollars	\$60,480.84
Average Life	7.633 Years
Average Coupon	1.3826875%
Net Interest Cost (NIC)	1.3826875%
True Interest Cost (TIC)	1.3741007%
Bond Yield for Arbitrage Purposes	1.3741007%
All Inclusive Cost (AIC)	1.3741007%

IRS Form 8038

Net Interest Cost

1.3826875%

Weighted Average Maturity

7.633 Years

Projected 2021 Bonds (WAM | SINGLE PURPOSE | 4/29/2021 | 4:10 PM

Capital Markets Advisors, LLC

Independent Municipal Advisor

Tamara Harrison

From: Lake Carmel Parks Clerk
Sent: Monday, April 26, 2021 9:35 AM
To: Maureen Fleming
Cc: Tamara Harrison
Subject: RE: April 20th Town Board Meeting Agenda Item - Seasonal Lake Carmel Parks Maintenance Workers

Importance: High

It seems that I had the dates of when Joshua and Abilio could start reversed. Abilio should have been May and Joshua June. Frank says he thought Abilio wasn't available till mid-May but is available to start now and wants to know if he can call him in to begin. Joshua wouldn't be starting till June.

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

From: Lake Carmel Parks Clerk
Sent: Monday, April 19, 2021 11:25 AM
To: Maureen Fleming - Town of Kent (mfleming@townofkentny.gov) <mfleming@townofkentny.gov>
Cc: Tamara Harrison, Confidential Secretary <tharrison@townofkentny.gov>
Subject: April 20th Town Board Meeting Agenda Item - Seasonal Lake Carmel Parks Maintenance Workers
Importance: High

Frank Sabatini has requested that the following positions for seasonal summer maintenance workers for the Lake Carmel Park District be approved for the 2021 summer season at the following rates:

Sean Ferris for a 6 month seasonal position at \$15/hr. from May 3 through Oct 29th

Joshua Garrett from mid-May through Sept 3 at a rate of \$12.50/hr.

Abilio Saraiva Rego from mid-June through Sept 3 at a rate of \$12.50/hr.

Please find applications for each attached.

Thank you,

Heidi Link

Lake Carmel Park District Clerk

Maureen Fleming

From: Lake Tibet Park Association <laketibetny@gmail.com>
Sent: Thursday, April 29, 2021 8:55 PM
To: Maureen Fleming
Cc: Dorian D'Ausilio
Subject: Lake Tibet - SOLitude Lake Management Contract and Supporting Docs
Attachments: Lake Tibet Hydro Rake Project 2021 rev.pdf; SLM Sample COI.pdf; 2021 Solitude W9.pdf

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!

Hi Maureen,

For the Lake Tibet hydro-raking project, I have attached the hydro-raking contract, W-9, and sample COI from SOLitude. We had reached out to three vendors to provide pricing for the hydro-raking; however, SOLitude was the only company to respond. The other two firms declined to bid. The cost for 5 days of hydro-raking will be approximately \$14,000. This work has been approved by NYSDEC under permit number 3-3722-00014/00015.

Could you please add this item to the agenda for the next town board meeting? Will I need to attend the meeting on the 4th as a representative of Lake Tibet's advisory committee?

Let me know if you need any other information!

Thanks much,
Liz Baird

Advisory Committee

Lake Tibet - Park District #2, Town of Kent, Putnam Co., New York

laketibetny.blogspot.com

SERVICES CONTRACT

CUSTOMER NAME: Lake Tibet Property Owners Association Inc.

PROPERTY NAME: Lake Tibet, Town of Kent, Putnam, NY - Park District No. 2

CONTRACT DATE: April 2, 2021

SUBMITTED BY: Bethany Thompson, Business Development Consultant

SPECIFICATIONS: Hydro Raking Service for the Removal of Aquatic Vegetation

This agreement (the "Agreement") is made as of the date indicated above, and is by and between SOLitude Lake Management, LLC ("Solitude" or the "Company") and the customer identified above (the "Customer") on the terms and conditions set forth in this Agreement.

1. **The Services.** SOLitude will provide services at the Customer's property as described in Schedule A attached hereto:

2. **PAYMENT TERMS.** The fee for the Services is **\$14,000.00**. The Customer shall pay 50% of this service fee upon execution of this Agreement. The balance (remaining 50% of fee) will be invoiced to Customer by SOLitude following completion of the Services. For any work completed or materials in storage on the customer's behalf at the end of each month, the company will invoice and the customer will be responsible for paying the percent of the total work completed as of that date, less any previous deposit paid. Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, customer will be invoiced and responsible for paying said additional taxes in addition to the fee above. Customer agrees to pay all invoices within thirty (30) days of invoice date. The Customer will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices. Company shall be reimbursed by the Customer for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on the Company by the Customer that are not covered specifically by the written specifications of this contract.

3. **TERM AND EXPIRATION.** This Agreement is for a one-time service as described in the attached Schedule A. Any additional services will be provided only upon additional terms as agreed to by the parties in writing.

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SOLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



4. DISCLAIMER. SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude.

Customer understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The customer is responsible for notifying SOLitude in advance of the contract signing and the start of the contract if they utilize any of the water in their lakes or ponds for irrigation purposes. The customer accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the customer for irrigation without the consent or knowledge of SOLitude.

Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Oftentimes lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The customer also understands and accepts that similar risks would remain even if no work was performed. The customer agrees to hold SOLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of the SOLitude, unless there is willful negligence on the part of SOLitude.

While SOLitude Lake Management LLC makes every effort to thoroughly inspect the site before providing this contract proposal or beginning any work, it is possible, without fault or negligence, that unforeseen circumstances may arise, or that hidden conditions on the site might be found in the course of the performance of the contract work, which would result in additional time or material costs that exceed this contract pricing. Should this occur, the customer will be notified of these unforeseen circumstances or conditions and be responsible for the costs associated with remedying. By signing this agreement, the customer acknowledges that they have informed SOLitude Lake Management® of all known and relevant current site conditions that would be reasonable to expect could affect our ability to successfully complete the contract work.

5. INSURANCE AND LIMITATION OF LIABILITY. Solitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. The Company will be responsible for those damages, claims, causes of action, injuries or legal costs to the extent of its own direct negligence or misconduct, and then only to an amount not to exceed the annual value of this Agreement. In no event will any party to this Agreement be liable to the other for incidental, consequential or purely economic damages.

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6. FORCE MAJEURE. The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.
7. ANTI-CORRUPTION AND BRIBERY. Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.
8. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the state in which the Services are performed.
9. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.
10. NOTICE. Any written notice provided under this Agreement may be sent via overnight mail, certified mail, hand delivery or electronic mail with delivery confirmation, to the individuals and addresses listed below.
11. BINDING. This Agreement shall insure to the benefit of and be binding upon the legal representatives and successors of the parties.

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ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

LAKE TIBET PROPERTY OWNERS ASSOCIATION INC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Please Remit All Payments to:

**1320 Brookwood Drive Suite H
Little Rock AR 72202**

Customer's Address for Notice Purposes:

Please Mail All Contracts to:

**2844 Crusader Circle, Suite 450
Virginia Beach, VA 23453**

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SCHEDULE A - MECHANICAL SERVICES

Solitude Scope of Work:

1. Includes mobilization, demobilization of in water equipment and delivery/set-up of erosion and sediment control measures.
2. Five (5) days of in water material removal, to remove vegetation within the 7.15-acre section of the pond, employing a hydro-rake.
3. Organic material will be placed along the designated perimeter location on the shoreline of the pond behind the erosion control measures.
4. The Company will offer additional hydro-rake service to property owners at the same daily rate. An additional week of hydro-rake service will be reserved on our calendar. The company will supply a form to the Lake Tibet Property Owners Association Inc.(LTPOA) to distribute to property owners wishing to contract shoreline hydro-rake service. The LTPOA will receive the initial deposit and final payment for hydro-rake service provided. The Company will invoice the LTPOA for the sum of the days/hours of the collective participating property owners. Each property owner will be responsible for the erosion control setup as required by the NYS DEC permit issued.

Fee Breakdown:

Product / Service	No. Days/Units	Daily Cost	Amount
Equipment Mobilization / Demobilization (Hydro-rake)	1 Unit	\$1,500	\$3,000
Hydro-rake & Operator	5 Days	\$2,000/Day	\$10,000
Erosion Control Measures	1 Unit	\$1,000	\$1,000

The hydro rake can cover .20 of an acre of vegetation removal in 1(one) eight hour day.

We have currently some availability from July through October of 2021 to complete this project.

Customer Responsibilities:

1. Customer will be responsible for the following:
 - a. Obtaining and compliance with any Federal, state, or local permits required to perform any work specified in this contract where applicable. THE LTPOA to provide the Company a copy of the permit before the project start.
 - b. Providing an adequate equipment launch / removal location, material offloading location(s).
 - c. Identifying a project liaison to provide our Operator with guidance/direction during the hydro-rake management period.

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SÖLititude Lake Management. Recipients may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SÖLititude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



- d. Each property owner will be responsible for the erosion control setup as required by the NYS DEC permit issued.
- e. The Customer further certifies the area to be free of all wires, cables, water intakes, or other underwater obstructions. All fountains and associated power cables and anchors are removed from the pond.
- f. Final removal of the material along the shoreline will be the responsibility of the Customer.

General Qualifications:

- 1. Company is a licensed pesticide applicator in the state in which service is to be provided.
- 2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
- 3. Company is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for prescriptive site-specific water quality management and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algaecides, adjuvants, and water quality enhancement products necessary to properly treat our Customers' lakes and ponds as part of an overall integrated pest management program.
- 4. Company guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.
- 5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this contract will meet or exceed all of the Company's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Companies will perform treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.
- 6. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense.

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CODE ENFORCEMENT

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

April 28, 2021

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

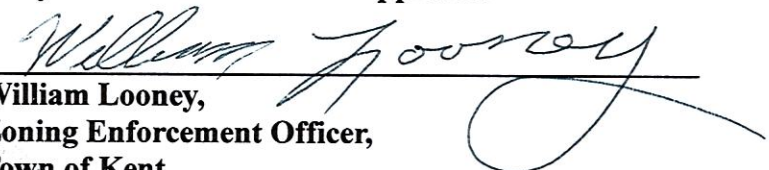
Enclosed please find violations issued by the undersigned and bids for correction.
Site owners have not responded to Notices of Violation with correction.

Locations requiring correction:
236 Lakeshore Drive E:
278 Lakeshore Drive E:

The following proposals have been submitted:
J.B. Affordable Lawn Care \$500.00
Rhona Landscapping Inc. Failed to submit a bid.
Dirt and Demo Inc. Failed to submit a bid

Notices of Violation and bids are enclosed.

For your consideration and approval.


William Looney,
Zoning Enforcement Officer,
Town of Kent.

**J.B. AFFORDABLE LAWN CARE, INC.
3 Mountainview Knolls Drive Apt. A
Fishkill, N.Y. 12524
(845) 222-0284**

April 26, 2021

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

Proposal for lawn and brush cuts.

236 Lakeshore Drive E. \$250.00

278 Lakeshore Drive E. \$250.00

**Thank You,
James Bennett,
President**



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

Location: 278 Lakeshore Dr E Kent, NY

Map NO: 33.26-1-46

Date: 4/13/2021

TO:

Susan Weber
7877 KELLOGG ST.
CLINTON, NY 13323

PLEASE TAKE NOTICE: THERE EXISTS A VIOLATION OF:

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

at premises hereinafter described in that:

GRASS/BRUSH: OWNER/AGENT HAS FAILED TO MAINTAIN SITE FREE OF EXCESS WEED/GRASS/BRUSH GROWTH.

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

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


**WILLIAM LOONEY
ZONING ENFORCEMENT OFFICER
TOWN OF KENT**





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

Location: 236 Lakeshore Dr E Kent, NY 10512

Map NO: 33.34-1-24

Date: 4/14/2021

TO:

**Life Line Child Outreach
77 Kingsboro Ave
Gloversville, NY 12078**

PLEASE TAKE NOTICE: THERE EXISTS A VIOLATION OF:

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

at premises hereinafter described in that:

**GRASS/BRUSH: OWNER/AGENT HAS FAILED TO MAINTAIN SITE FREE OF EXCESS
WEED/GRASS/BRUSH GROWTH.**

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

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


**WILLIAM LOONEY
ZONING ENFORCEMENT OFFICER
TOWN OF KENT**





CODE ENFORCEMENT

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

May 03, 2021

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

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

Locations requiring correction:
29 Hilltop Court:

The following proposals have been submitted:

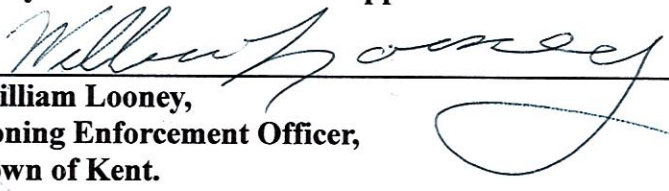
F.I. Adams, Inc. \$1000.00

Local Boys Junk Removal 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
29 Hilltop Ct
Carmel, NY, 10512

Estimate No: 375
Date: 04/17/2021

Description	Quantity	Rate	Amount
Clean up garbage in front and back yard located at 29 Hilltop ct in kent. Roofing shingles excluded.	1	\$1,000.00	\$1,000.00
Subtotal			\$1,000.00
TAX 0%			\$0.00
Total			\$1,000.00
Total		\$1,000.00	



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

Location: 29 Hilltop Ct Kent, NY

Map NO: 31.5-1-19

Date: 4/14/2021

TO:

Arthur Simmons
29 Hilltop Ct
Carmel, NY 10512

*Bank of America
400 Nations Way
Sims Valley Ca.
93065*

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 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

**WILLIAM LOONEY
ZONING ENFORCEMENT OFFICER
TOWN OF KENT**





Tamara Harrison

From: Duke Fence <jdukefence@gmail.com>
Sent: Sunday, March 21, 2021 4:06 PM
To: Tamara Harrison
Subject: Fence repair 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
 25 Sybil's Crossing
 Kent , NY. 10512
 845 225 5130**

tharrison@townofkentny.gov

FENCE REPAIR ESTIMATE MARCH 19, 2021

Kent Town Hall:

On existing wood post dumpster enclosure, Install 3 new pressure 4"X4" posts in concrete footings. 1 existing post to remain. Install 3 new sections of 6ft. high heavy grade spruce stockade.

Cost installed with materials and labor \$1,100.00.

On existing black chain link dumpster encloser, remove wire, and 2 posts and extend 1 side of encloser over 2 additional ft.. Set 2 new posts and reattach all wire and hardware. Cost \$950.00.

Behind police station, attempt to jack over and straighten 4 leaning fence posts. Replace 1 missing bracket.

Cost \$160.00.

If posts cannot be pulled over and straightened, to change any posts would be \$270/post.

If you have any questions please contact me at the above number.

Thank you,

Joe Duke



OFFICE & WAREHOUSE : 34 ROUTE 118, BALDWIN PLACE, NY 10505
MAILING ADDRESS : PO Box 186, BALDWIN PLACE, NY

INVOICE # 27598JOHN
PHONE 845.628.7200
FAX : 845.628.7671
Westchester Lic.: WC-04067-H91
Putnam Lic.: PC-69
Yonkers Lic.: 5691
salemfence.com

March 29, 2021

Town of Kent
25 Sybil's Crossing
Kent NY

845-306-5611 Adam
tharrison@townofkentny.gov

Supply and Install

- (3) new 6 x 8 sections of Spruce stockade fence
- (3) new 4 x 4 x 9ft ACQ pressure treated posts
- Remove and cart away old post footings
- (2) new 2 1/2" black coated chain link terminal posts
- 4ft of new 6ft high black chain link, top rail and privacy slats
- Posts set in concrete - fill old post holes
- Level and secure (4) 2 1/2" sq. steel posts
- Prevailing rate applies

Labor and materials \$4500

**ALL CEMENT FOOTINGS INCLUDED / ALL ROCK DRILLING INCLUDED / 3 YEAR GUARANTEE ON ALL LABOR
ANY ADDITIONAL MATERIAL OR LABOR ADDED TO THIS CONTRACT WILL BE AN ADDITIONAL CHARGE**

I _____ give
SALEM FENCE CO. permission to run my credit card
for any deposit or payments in this contract
2% CONVENIENCE FEE APPLIES TO ALL CREDIT CARD PAYMENTS

SUB TOTAL : \$4500
TAX : Exempt
TOTAL : \$4500

DEPOSIT : purchase order

BALANCE : \$4500

CARD TYPE _____ NUMBER _____ EXP. _____ CODE _____
CHECK # _____ DATE RECEIVED : _____ CHECK # _____ DATE RECEIVED : _____ NOTES : _____

Authorized Signature: John Mackey Customer Signature: _____ Date: _____

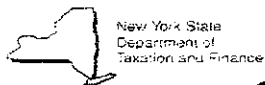
BY SIGNING THIS ESTIMATE / CONTRACT ALL TERMS / CONDITIONS & SPECIFICATIONS IN THIS CONTRACT ARE ACCEPTED

TERMS AND CONDITIONS OF CONTRACT

1. **Salem Fence Co., Inc.** is covered by workers compensation and general liability insurance.
2. Fence permits, wetland permits, and ordinances are the responsibility of the purchaser and you should check with your local building department to determine if a permit is necessary and if there are any restrictions.
3. If necessary, **Salem Fence Co., Inc.** will contact "Call before you Dig" to mark out public utilities such as electric, sewer and water, gas, phone, and cable from the curbside to the residence.
4. The location of any private underground electrical wires, propane lines, septic tank and lines, sprinkler lines, pool equipment, path lighting, drainage pipes, or restrictions of any nature which might interfere with or be damaged and/or cause injury should be made known to **Salem Fence Co., Inc.** prior to installation and **Salem Fence Co., Inc.** is not responsible for any damage not properly marked out.
5. It is your responsibility for the placement of the fence. If the property markers are not present, **Salem Fence Co., Inc.** recommends that you have a survey done to ensure the fence is installed on your property. If the survey markers are not present then you assume 100% responsibility for the placement of the fence, and any costs associated with removing and reinstalling the fence.
6. Contract price is based on normal erecting conditions. Unless included in this contract purchaser is responsible for removal of any obstructions which might interfere with the construction of the fence, such as old fence, hedges, trees, bushes, compost piles, rock walls, etc. If it is necessary to perform any additional work not contracted for, a fair and reasonable charge will be made by **Salem Fence Co., Inc.**
7. Unless otherwise indicated, the fence is to follow the existing ground contour. Should purchaser wish fence to be installed otherwise, any grading or filling in will be done by the purchaser unless contracted for with **Salem Fence Co., Inc.**
8. All fence materials are the responsibility of the purchaser after servicemen leave the construction site.
9. The fence contracted for does not become property of the buyer until final payment is made. **Salem Fence Co., Inc.** can withdraw at any time all materials supplied and/or installed by them should payment not be made according to the agreed terms. Any and all attorney fees and/or court expense due to non payment will be the expense of the buyer.
10. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications involving extra costs will be executed only upon written orders with an extra charge above contracted price. All agreements are subject to weather, strikes, accidents, fires, or other acts of God.
11. Customer can rescind this contract within 72 hours (3 days) with no penalty upon verbal notice and follow-up certified letter to **Salem Fence Co., Inc.** This condition of contract can be waived for emergency installation upon customer signature to same. After 72 hours, any cancellations are subject to a 20% charge (of total cost) due to set-up and preparation of materials.
12. Chain link, aluminum, and PVC materials are warrantied as specified by the manufacturer. There is no warranty on any wood products. Wood is a natural product that may crack, split, warp, mildew, twist, or stain. **Salem Fence Co., Inc.** offers no warranties or guarantees on wood products.
13. Any materials that are warrantied through the manufacturer, does not include **Salem Fence Co., Inc.**'s labor to remove the defective materials and to reinstall the replacement materials.
14. Staining or painting of any wood product is done only at the customers request. Peeling, blistering, or cracking may occur. Rough wood surfaces, knot holes, nail holes, etc. may become noticeable with staining. **Salem Fence Co., Inc.** does not warranty any staining or its stained materials.
15. Self-closing gates, gate latches, gate hinges, and any gate adjustments, as well as post heaving due to frost heaving are not included in the labor warranty.
16. All quotes subject to change. Prices quoted are valid for 30 days.
17. The balance is due upon day of completion. Unpaid balances are subject to 24% annual interest charge/ 2% on balances over 30 days. Any check returned for insufficient funds will incur a \$100.00 fee. Any credit card reversal after 24 hours will incur a \$75.00 reversing charge.
18. **Salem Fence Co., Inc.** accepts Visa, Mastercard, American Express, and Discover

Salem Fence Co., Inc carries a 3 year labor warranty on installations. Post rising , land shifting or any acts of GOD are not covered under labor

THANK YOU FOR YOUR BUSINESS AND WE LOOK FORWARD TO ANOTHER 50 YEARS OF SERVICE



New York State and Local Sales and Use Tax

ST-124
(5/06)

Certificate of Capital Improvement

After this certificate is completed and signed by both the customer and the contractor performing the capital improvement, it must be kept by the contractor.

Read this form completely before making any entries.

This certificate may not be used to purchase building materials.

Name of customer (print or type)	Name of contractor (print or type)
Street address	Street address
City State ZIP code	City State ZIP code
Certificate of Authority number (if any)	Certificate of Authority number (if any)

To be completed by the customer:

Describe capital improvement to be performed:

Fence Installation

Project name			
Street address (where the work is to be performed)	City	State	ZIP code

I certify that:

- I am the ☐ owner, ☐ tenant, of the real property identified on this form, and
- The work described above will result in a capital improvement to the real property within the guidelines of this form, and
- This contract (check one) ☐ includes, ☐ does not include, the sale of tangible personal property that, when installed, retains its identity as tangible personal property and does not become a permanent part of the real property.

I understand that:

- I will be responsible for any sales tax, interest, and penalty due on the contractor's total charge for tangible personal property and for labor, if it is determined that this work does not qualify as a capital improvement, and
- I will be required to pay the contractor the appropriate sales tax on tangible personal property (and any associated services) transferred to me pursuant to this contract, when the property installed by the contractor does not become a permanent part of the real property; and
- I will be subject to civil or criminal penalties (or both) under the Tax Law, if I issue a false or fraudulent certificate.

Signature of customer	Title	Date
-----------------------	-------	------

To be completed by the contractor:

I, the contractor, certify that I have entered into a contract to perform the work described by the customer named above. (A copy of the written contract, if any, is attached.)

I understand that my failure to collect tax as a result of accepting an improperly completed certificate will make me personally liable for the tax otherwise due, plus penalties and interest.

Signature of contractor or officer	Title	Date
------------------------------------	-------	------

This certificate is not valid unless all entries are completed.

- Open Space Inventory/Preservation Planning: Open space inventories, comprehensive open space, development of conservation easement programs, transfer of development rights ordinances;
- Natural Resource Inventory/Preservation Planning: Natural resource inventories and management plans, critical environmental area designations, natural resource protection ordinances, viewshed analysis, scenic impact review guidelines, scenic road protection, development of scenic easement programs;
- Recreational Trail Development/Planning: Trail planning, construction, wayfinding, interpretive signage;

- Other Projects (Including Cultural Resource and Economic Development): Tourism, agriculture protection plans and techniques, main street and waterfront revitalization plans and implementation techniques, cultural resource inventories, historic preservation plans/ordinances; and
- **Comprehensive/Master Planning: Comprehensive plans, master plans, area plans, zoning and subdivision ordinances, site plans.**

Eligible expenses include:

- **Contractual and professional consulting services;**
- Equipment, supplies, and materials; and
- Construction costs.

Past Recipients: The following entities have previously received funding through this program

- (2018) Village of Menands (Menands, NY): Funding will be used to develop a local waterfront revitalization strategy and comprehensive plan. (\$9,900)
- (2018) Village of Pawling (Pawling, NY): Funding will be used to update the village's comprehensive plan. (\$10,000)
- (2018) Town of Red Hook (Red Hook, NY): Funding will be used to update their zoning laws to include natural resource protections. (\$10,000)

Website: <https://hudsongreenway.ny.gov/grants-funding>



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3h

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 **6/1/21-5/31/22**.

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.
- **Wellness Coaching:** 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.
- **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 8,000 online personal and professional development trainings to help employees balance their work and personal life.
- **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.



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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.
- **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.



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VI. Optional Services

- **Employee Engagement Program – Best Practice Learning Center and Training 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 includes an online Best Practice Learning Center to 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 using over 8,000 personal and professional trainings, to meet your organization's needs

- **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**.

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 **95**.
- B. Employer agrees to pay ESI the sum of **\$3,725.00** for **6/1/21-5/31/22**.
- 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

A handwritten signature in black ink, appearing to read "Diane Dunbar".

Diane Dunbar, President & Chief Operating Officer

Authorized Signature

4/22/21

Date

Date

At a Special Term of the Supreme Court of the State of New York, held for the County of **Putnam** at the County Courthouse, in Carmel, New York on the _____ day of March, 2021

PRESENT:

Hon. **VICTOR GROSSMAN**,
Justice.

-----X

In the Matter of the Application of
ACML INC.,

INDEX NO.: 01016/2020

Petitioner,

-against-

**CONSENT ORDER &
JUDGMENT**

THE ASSESSOR OF THE TOWN OF KENT, NEW YORK,
BOARD OF ASSESSMENT REVIEW OF TOWN OF KENT,
NEW YORK AND THE TOWN OF KENT, NEW YORK,

Respondents,

-----X

The above petitioner having heretofore served and filed the Petition and Notices to review the assessment fixed by the Town of Kent for the assessment upon certain real property located in the **Town of Kent** designated on the **Official Assessment Map of the Town of Kent** as **Section 22.81, Block 1, Lot 7**; and the petitioner having personally appeared by **Michael A. Mailizioso**, Officer of Petitioner, and the respondent having appeared by **Jamie Spillane, Esq.**, of Hogan & Rossi, for the **Town of Kent** and the parties having made their settlement, it is

ORDERED that the assessment on the aforesaid property be, and the same hereby is,

reduced, corrected and fixed for the assessment year **2020** as follows:

<u>Assessment Year</u>	<u>Current Assessment</u>	<u>Proposed Assessment</u>
2020	\$178,900	\$85,000

and so reduced and confirmed, it is further

ORDERED, ADJUDGED AND DECREED, that the officer or officers having custody of the assessment rolls upon which the abovementioned assessment and any taxes levied thereon are entered shall correct the said entries in conformity with this Order and shall note upon the margin of said rolls, opposite said entries, that the same have been corrected by the authority of this Order, and it is further

ORDERED, that there shall be audited, allowed and paid to the petitioner by the **TOWN OF KENT**, where applicable, the amounts, of any Town and Special District taxes, if any, paid by the petitioner as taxes against the erroneous assessment in excess of what the taxes would have been if the said assessment had been determined by this Order, together with interest thereon from the date of payment thereof as provided by statute, and it is further

ORDERED, that there shall be audited, allowed and paid to the petitioner by the **CARMEL CENTRAL SCHOOL DISTRICT**, the amount of School Taxes paid by the Petitioner as taxes against the said erroneous assessment in excess of what the taxes would have been if the said assessments made in the aforesaid year had been determined by this Order, together with interest

thereon from the date of payment thereof as provided by statute, and it is further

ORDERED AND DIRECTED, that the **PUTNAM COUNTY COMMISSIONER OF FINANCE** be and is hereby directed and authorized to audit, allow and pay to the petitioner, where applicable, the amounts, if any, of County and ad valorem Special District taxes, if any, paid by the petitioner as taxes against the erroneous assessment in excess of what the taxes would have been if the said assessment had been determined by this Order, together with interest thereon from the date of payment thereof as provided by statute, and it is further

ORDERED AND DIRECTED, that all tax refunds, if applicable, are to be paid with interest pursuant to **Section 726** of the Real Property Tax Law of the State of New York; except that in the event the refund of taxes is paid within sixty (60) days from the date of services of a copy of this judgment with Notice of Entry, then interest is waived; together with the amounts of interest and penalties, if any, paid on the excess of any of the aforesaid taxes by reason of delinquent payment, and it is further

ORDERED AND DIRECTED, that if applicable, all tax refunds hereinabove directed to be made by respondent, **TOWN OF KENT, the CARMEL CENTRAL SCHOOL DISTRICT, and the COMMISSIONER OF FINANCE OF THE COUNTY OF PUTNAM**, and/or any of the various taxing authorities, be made by check or draft payable to the order of **ACML INC., PO BOX 272, Manalapan, New Jersey 07726**, and it is further

ORDERED, that this Order hereby constitutes and represents full settlement of the tax review proceeding herein, and there are no costs or allowances awarded to, by or against any of the parties, and that upon compliance with the terms of this Order, the above-entitled proceedings be and the same are settled and discontinued with prejudice; and it is further

E N T E R

Hon.

VICTOR GROSSMAN, J.S.C.

**SIGNING AND ENTRY OF THE WITHIN ORDER IS
HEREBY CONSENTED TO:**

ACML INC.

By: _____
Michael A. Mailiziosio, Officer
32 Dortmunder Drive
Manalapan, New Jersey 07726
(212) 263-3780

Jamie Spillane, Esq.
Hogan & Rossi, Attorney for Respondent
3 Starr Ridge Road, Suite 100
Brewster, New York 10509
(845) 279-2986