

**TOWN OF KENT
TOWN BOARD MEETING
Tuesday, November 13, 2018**

Executive Session – 6:00 p.m.

Discussions regarding proposed, pending or current litigation; collective negotiations pursuant to article fourteen of the civil service law; the medical, financial, credit or employment history of a particular person or corporation

Public Hearing – 7:00 p.m.

Budget

Lake Carmel Fire Department Contract

Workshop –

1. Pledge of Allegiance
2. Magna5 Telephone Proposal
3. Computers and Equipment for Recycle
4. Lake Carmel Fire Department – new members
5. Library – new member for the Board of Trustees
6. GenServe standby power maintenance agreement
7. Highway Department – advertise for 2019 vendor bids
8. Water District 1 – bids for plumbing
9. Planning Board – Bond review fees for TM# 33.73-1-53&54 and TM# 33.51-1-10. Accept bonds for TM# 42.02-2-51 and TM# 10.20-1-69
10. Code Enforcer – correct violations at TM# 21.8-1-11 and TM# 33.56-1-20
11. Discussion of code revision for food trucks
12. Announcements
13. Public Comment

Meeting

1. Roll Call
2. Vote on the following:
 - a) Approve destruction of IT computers and equipment
 - b) Approve new members to the Lake Carmel Fire Department
 - c) Approve new member to the Board of Trustees for Library
 - d) Accept proposal for GenServe standby power maintenance agreement
 - e) Authorize Town Clerk to advertise for highway vendor bids
 - f) Authorize Town Clerk to advertise for Water District plumbing bids
 - g) Approve return of review fees for TM# 33.73-1-53&54 and TM# 33.51-1-10
 - h) Accept bonds for TM# 42.02-2-51 and TM#33.56-1-20
 - i) Contract to correct violations at TM# 21.8-1-11 and TM# 33.56-1-20
 - j) Set date for public hearing on new food truck code
3. Vouchers and Claims
4. Correspondence
5. Public comment

October 25, 2018

To: Maureen Fleming
From: Richard Harris

Subj: Computers and Equipment for Recycle

Attached please find a list of computers and other equipment that need to be destroyed from various departments. These devices will have the Hard Drives deleted when the board approves their destruction. The remainder of the equipment once the drives are removed will be sent to recycle. Any questions or concerns please let me know.

Richard Harris
IT Consultant to the Town of Kent

Computer&Office Equipment Inventory as of 10/2/2018

Location	Description	Model	Serial	Additional Identifier Info
Rec Mgmt	Brother Fax/Scan/Copy	MFC-7420	U61278J6J820216	
Rec Mgmt	Compaq Desktop CPU Intel Pentium 3 processor	none	6J24JVV2C041	
Rec Mgmt	Computers Happen Desktop CPU Intel Pentium II processor	none	CH3162	
Rec Mgmt	Dell Desktop CPU Intel Core 2 Duo processor	Optiplex 745	6VSMJD1	
Rec Mgmt	Surge Protector/Battery Backup Power Devices			Qty 2
Rec Mgmt	Fellowes PS80C-2 Shredder	3LL0W31	CN-0G3022-42940-3AM-020R	Broken-Does not shred S/O: 230595 Frmt: 368-00024-000 Label: Top# 845643105 Bottom # P395N00636 X08-54512
Adam's Area(PD)	NEC Desktop CPU Intel Pentium III processor	Ready 9944		
Adam's Area(PD)	CIA Security Central Station Audio Server			
Adam's Area(PD)	HP Compaq Desktop CPU - Intel Pentium 4 processor		MXL70904G6	
Adam's Area(PD)	Dell Server or Desktop CPU	DCTR	9V1X851	
Adam's Area(PD)	Dell Server or Desktop CPU	DCTR	JS1X851	
Adam's Area(PD)	Dell Server or Desktop CPU	DCTR	4T1X851	
Adam's Area(PD)	Dell Server or Desktop CPU	DCTR	5T1X851	
Adam's Area(PD)	Dell Server or Desktop CPU	DCTR	1T1X851	
Adam's Area(PD)	IBM Thinkpad Laptop		23-BWB02	Type 2630-2TU
Adam's Area(PD)	Gateway 2000 S O L O Laptop	SOLO 2100	BC096502805	
Adam's Area(PD)	Dell Dimension 4600 Desktop Intel Pentium 4 processor		CN-0G3022-42940-3AM-020R	3LL0W31
IT	HP Compaq dc5800 Microtower Intel Pentium processor		2UA9110308	
IT	HP LaserJet 1100 Printer	C4224A	USPE009056	
IT	Dell Dimension L800CXE Desktop Intel Celeron processor	MCM	D838Q01	
IT	View Sonic VA703b Monitor	VS11280	Q85084802562	
IT	Dell Monitor	E152FPb	CN-0M1618-46633-3CJ-5E6L T	
IT	Dell Monitor	E151FP	CN-03K648-46633-2BK-3H8U T	
IT	HP C8005 Pro SFF X2 215 Desktop AMD Athlon II processor		USH00900NS	
IT	Dell Desktop Intel Core2 Duo processor	DCMF	FHVRSF1	
IT	acer Aspire 5610 Z Series Laptop	BL50	LXAXK0X173729107F21601	
IT	Dell Desktop Intel Pentium 4 processor	DMC	9SMSQ41	
IT	HP Presario F500 Laptop		CNF7220J0X	
IT	Dell Optiplex 745 Desktop Intel Core 2 Duo processor	DCSM	HV5XCC1	
IT	Dell Optiplex 745 Desktop Intel Pentium D processor	DCSM	48SFRD1	
IT	Dell AS501 Monitor	2007WFPb	MX-0HF730-46634-6BD2J4L	

IT	Dell Monitor	1901FP	CN-05Y232-71618-3CN-A308	
IT	View Sonic VA2446M-LED Monitor	VS15453	TST141043489	
IT	HP Compaq dc5800 Small Form Factor Desktop Intel Core 2 Duo processor		MXL8480FQH	
IT	Dell LCD Monitor	E153FPc	CN-0C5369-64180-49F-33HH	
IT	Maxtor One Touch 4 Plus 1000GB Backup Device		2HAC0WM2	P/N:9NT3A8-500
IT	Seagate Hard Drive		Z3TFHM11	ST500DM002
IT	Dell Monitor	E153FPc	CN-0C5369-64180-49F-33GH	
IT	Dell Desktop Intel Pentium 4 Processor	DHM	CBRR821	
IT	HP Compaq dc5800 Microtower Pentium processor		2UA91101V9	P/N:N/360UT#ABA
IT	HP Pro 3500 Series MT Desktop Intel Pentium processor		MXL3121Y0F	Prod#:C7A31UT#ABA
IT	HP Compaq 6005 Small Form Factor Desktop AMD Athlon II processor		MXL028022N	Product#:NV471UT#ABA
IT	Dell Optiplex 330 Desktop Intel Core 2 Duo processor	DCSM	82G9YF1	
IT	Surge Protector/Battery Backup Power Devices			Qty 4



Lake Carmel Fire Department

851 Route 52
Carmel, NY 10512

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



Chief

David Churchill

Jr.

1st Asst. Chief

TJ Donohue

2nd Asst. Chief

Justyn Lewis

President

P.J. Ryan

Vice President

Ed Schaeffler Jr.

October 30, 2018

To ; The Members Of The Town Board ,

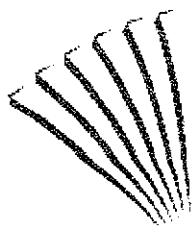
This letter is to ask the Boards permission to add these two applicants to the roster of The Lake Carmel Fire Department. Andrew C. Perrault of _____ in Lake Carmel and Randy S. Mead of _____ in Lake Carmel . If you have any questions feel free to contact me at _____

Respectfully ,

David M. Churchill Jr .

David M. Churchill Jr.
Fire Chief Lake Carmel Fire Department





Kent Public Library

17 Sybils Crossing
Kent Lakes, NY 10512
845.225.8585
www.kentlibrary.org

Oct 19, 2018

Ms. Beth Herr

Dear Beth,

Thank you for agreeing to serve on the Kent Public Library Board of Trustees. I look forward to working with you. Your term will expire on December 31, 2022. Please report to Kent Town Clerk Lana Cappelli when convenient to be sworn into office. With all best wishes,

Sincerely,

Carol Donick, Director, Kent Public Library

✓ Cc Town Clerk Lana Cappelli



Corporate Office
100 Newtown Road
Plainview, NY 11803
631.435.0437

Branch Office
115 Twinbridge Drive
Pennsauken, NJ 08110
856.324.0459

Branch Office
341 Kaplan Drive
Fairfield, NJ 07004
973.614.0091

Standby Power Maintenance Agreement

Customer Info

Town of Kent
Maureen Fleming
25 Cybil's Crossing
Kent, NY 10512

Agreement Prepared by

Mark Intoccia
973-614-0091
MIntoccia@Genserveinc.com
Fairfield

Agreement #: AAAQ35228

Contract Start Date: 11/01/2018

Contract Term: see below

Please select one:

One (1) Year (requires yearly renewal)

Three (3) Years* (Locks in price for 3 years) _____ *BEST DEAL

* No fee for early termination

GenServe is to provide the Customer with the periodic maintenance service for the following listed equipment.
GenServe agrees to provide and arrange for said maintenance service.

Make	Model	Generator/Eng S/N	KW Rating	Times per Year	Service Type	Unit Price	Ext. Price
Cummins	QSL9G2	733225948	Town Hall	1	A Service	\$850.00	\$850.00
				1	B Service	\$275.00	\$275.00
Generac	3552120100	2074365	Police Dept	1	A Service	\$720.00	\$720.00
				1	B Service	\$250.00	\$250.00
Cummins	QSB5G3	Onan DSFAE	Highway Dept	1	A Service	\$680.00	\$680.00
				1	B Service	\$250.00	\$250.00
Guardian	0044563	4291679	Highway Dept Rt 301	1	A Service	\$400.00	\$400.00
				1	B Service	\$220.00	\$220.00
Cummins	QSB5G3	72010678	Water Dept	1	A Service	\$680.00	\$680.00
				1	B Service	\$250.00	\$250.00
Cummins	4BT3.3	72010060	Water Dept	1	A Service	\$680.00	\$680.00
				1	B Service	\$250.00	\$250.00
Cummins	4BT3.3	72010081	Water Dept	1	A Service	\$680.00	\$680.00
				1	B Service	\$250.00	\$250.00
			2 Switches	1	ATS Service	\$540.00	\$540.00

Make	Model	Generator/Eng S/N	KW Rating	Times per Year	Service Type	Unit Price	Ext. Price
					* Customer will pay GenServe the Total amount for "A" Service:		\$4,690.00
					* Customer will pay GenServe the Total amount for "B" Service:		\$1,745.00
					* Customer will pay GenServe the Total amount for Load Bank Service:		\$0.00
					* Customer will pay GenServe the Total amount for ATS Service:		\$540.00
					Sales Tax:		\$0.00
Total Annual Maintenance:							\$6,975.00



All Invoices are due and payable within thirty days of receipt. A Credit Card Authorization form is attached and needs to be filled out if that is your preferred method of payment. Card will be charged after each service is performed.

See attached Preventative Maintenance Checklist for complete listing of services rendered and for contract Terms and Conditions.

Additional repairs that are found while performing the A or B service will be brought to the Customer's attention. GenServe will make such repairs only at the Customer's request. All such repairs will be invoiced separately at standard rates and prices for parts and labor.

GenServe shall notify the Customer prior to entering upon premises. Customer shall give GenServe access to the equipment for the purpose of performing maintenance service.

GenServe shall provide the Customer a complete written report of all work performed, as well as, conditions found. Copies of all lubricating oil, coolant and fuel oil analysis shall also be provided as requested.

GenServe is available to provide Customer with twenty-four (24) hour emergency service. Emergency phone numbers will be made available. These services are NOT included in this Maintenance Agreement and will be billed at our current labor rates

GenServe is an Equal Opportunity Employer.

In witness whereof, the parties have caused this Agreement to be duly executed and delivered by their power and duly authorized officers as of the day and year first above written.

GenServe, Inc.

By: Mark Intoccia

Date: 10/30/2018

Town of Kent

By:

Date:

Branch Office
341 Kaplan Drive
Fairfield, NJ 07004
973.614.0091

Corporate Office
100 Newtown Road
Plainview, NY 11803
631.435.0437

Branch Office
115 Twinbridge Drive
Pennsauken, NJ 08110
856.768.2367



TERMS AND CONDITIONS

1. **GENERAL** - Any purchase order submitted in response to this proposal shall become a binding agreement between the parties only after a duly authorized officer of GenServe Inc. (GENSERVE INC.), formally accepts said purchase order, in all respects, in writing. Any modification of an accepted purchase order must be mutually agreed upon in writing. GENSERVE INC. reserves the right to adjust prices for modifications, alterations or changes authorized or ordered by the Customer. Any purchase order submitted by Customer shall be subject to all terms and conditions as provided herein except as the parties may otherwise agree in writing. GENSERVE INC. Shall not be responsible for any Work (as defined in GENSERVE INC. Proposals herein) or services claimed to be rendered on its behalf, unless said services were performed by GENSERVE INC. employee or agents, or were authorized in writing by GENSERVE INC. to be performed by a third party.

2. **TERMS OF AGREEMENT** - An agreement, when resulting from this proposal shall remain in force for time stipulated on acceptance portion of contract, or as required by type of work performed. GENSERVE INC. reserves the right to review and/or reject proposal if not accepted by customer within 45 days of date of proposal.

3. **PAYMENT TERMS** - Payment terms are net cash or credit which is extended to certain pre-approved accounts. Approved account payment terms are on a net thirty (30) day basis beginning at the date of invoice, and payment must be made in full and without set-off or deduction. Interest will be charged at the rate of one and one half percent (1 1/2%) per month to balances due over thirty (30) days and will be added to unpaid balances until payment is received by GENSERVE INC. If payment is not received by due date, GENSERVE INC. reserves the right to terminate or suspend this agreement.

4. **TAXES** - Sales and use taxes or any other federal, state, or local taxes which GENSERVE INC. may be required to pay in connection with this agreement or any purchase order, where applicable, will be billed in addition to the prices set forth herein. It is Customer's responsibility to provide GENSERVE INC. with adequate evidence of any tax exemption, or other reason for non-liability for such taxes.

5. **WORKMANSHIP** - GENSERVE INC. warrants that it shall provide professional and technical service, including labor, materials, supplies, equipment, transportation and supervision, necessary to perform the Work as stated in this agreement. GENSERVE INC. warrants to Customer that it will provide skilled and competent personnel to perform the Work under this agreement, so that all the Work performed herein will be performed in a good and workmanlike manner in accordance with industry standards. GENSERVE INC.'s sole obligation under such warranties shall be to make such changes and corrections with respect to its Work reported to us within 90 days of the date on which GENSERVE INC. completed such services; provided, however, that such warranties shall be void and of no effect if the equipment which is the subject of any Work performed by GENSERVE INC. has been used or operated in any manner or in any environment not consistent with the intended purpose, or modified or repaired in any manner which adversely affects the operation or reliability thereof or if any equipment or other material utilized therein is used contrary to manufacturer's instructions or used by persons not authorized or properly trained. Because GENSERVE INC. does not manufacture any parts, equipment or any other material being utilized in the performance of this agreement, it makes no warranty thereupon. THE WARRANTIES AND REMEDIES SET FORTH IN THIS PARAGRAPH CONSTITUTE THE ONLY WARRANTIES WITH RESPECT TO ANY SERVICES OR WORK PERFORMED BY GENSERVE INC. AND THE EXCLUSIVE REMEDIES IF SUCH WARRANTIES ARE BREACHED; AND SUCH WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED AS TO ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EVEN IF GENSERVE INC. HAS BEEN ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES.

6. **PROPER MAINTENANCE** - GENSERVE INC. shall use its best effort to perform in a satisfactory manner under this agreement; provided, that GENSERVE INC. makes no warranty as to the availability of replacement parts, equipment drawings and specifications, and equipment design and condition that would ensure the proper repair of customer's equipment.

7. **PROPER OPERATION** - GENSERVE INC. does not guarantee the detection nor the replacement of worn out or defective parts nor the proper operation of the equipment during a power failure. The customer/buyer hereby releases and agrees to indemnify GENSERVE INC., its officers, agents and representatives from all claims and causes of action which may arise, directly or indirectly, out of the failure of the equipment or any part thereof, serviced by GENSERVE INC. hereunder, except for damages resulting from the gross negligence or willful misconduct of GENSERVE INC. with respect to this agreement.

8. **ADDITIONAL SERVICES** - GENSERVE INC. will provide additional services and/or emergency service to Customer outside of regular business hours in accordance with its then current Service Rate Schedule.

9. **AVAILABILITY OF SERVICES** - Services shall normally be available and rendered during regular business hours as set forth in GENSERVE INC.'s Service Rate sheet attached hereto. GENSERVE INC. will exercise all reasonable efforts to perform the Work under this agreement but it will not be responsible for delay of failure in performing such services caused by acts of God, fire, explosion, governmental regulations or orders, labor difficulties, strikes, shutdowns, failure of transportation, employee illness, failure or delay of suppliers, inability to obtain supplies or materials at a reasonable price, accidents, riots, war or other causes beyond its reasonable control. Customer shall accept as full and complete performance hereof such portion of the Work as GENSERVE INC. determines it is able, under the circumstances, to perform in accordance with herewith.

10. **SAFETY** - GENSERVE INC. shall take all precautions it deems reasonably necessary in its sole judgment for the safety of its employees or agents, and shall provide all reasonable protection necessary in its sole judgment to prevent damage, injury or loss by its employees or agents. GENSERVE INC. shall provide such insurance certificates as are reasonably required by Customer. During service or work GENSERVE INC. reserves the right to request the presence of an employee of Customer when GENSERVE INC. deems the Work to be hazardous.

11. **LIMITATION OF LIABILITY** - GENSERVE INC.'s liability under this agreement and any Work or services provided, for any cause whatsoever, regardless of the form of action (whether in contract, in tort, including negligence, or otherwise), except for gross negligence or willful misconduct of GENSERVE INC. or its employees or agents, will be limited to general money damages (and no other relief) in an amount not to exceed the aggregate



TERMS AND CONDITIONS

fees paid by Customer for applicable Work or service to which such liability relates. UNDER NO CIRCUMSTANCES WILL GENSERVE INC. BE LIABLE FOR ANY LOSS OF PROFITS, ANY CLAIM OR DEMAND AGAINST CUSTOMER BY ANY OTHER PARTY, OR SPECIAL, CONSEQUENTIAL OR INDIRECT DAMAGES OF ANY AND WHATSOEVER, EXCEPT LOSS BY GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF GENSERVE INC. OR ITS EMPLOYEES OR AGENTS.

12. PARTIES BOUND: NON-ASSIGNMENT - This agreement shall be binding on and inure to the benefit of contracting parties and their respective heirs, executors, administrators, legal representatives, successors and assigns. Neither party shall, voluntarily, by operation of law, or otherwise, assign any of its rights or delegate any of its obligations under this agreement, without the express prior written consent of the other party, which shall not be unreasonably withheld.

13. OTHER AGREEMENTS - This agreement constitutes the entire agreement among the parties and there are no other terms not contained herein. No variation hereof shall be deemed valid unless in writing and signed by the parties herein. If any provision of this agreement is construed to be invalid, illegal or unenforceable, then the remaining provisions shall not be affected thereby and shall be enforceable without regard thereto. It is hereby acknowledged that all services performed by GENSERVE INC. For Customer are subject to this agreement.

14. GOVERNING LAW - This agreement and any amendments to this agreement shall be governed by and construed in accordance with the laws of the State where work is being performed.

15. NO WAIVERS - Except as expressly proved in the Agreement, no failure to exercise, delay in exercising, or single or partial exercise of any right, power or remedy by either party shall preclude any other or further exercise of the same or any other right, power or remedy.

16. NOTICES - All notices, consents, or other communications required or permitted to be given under this agreement, other than payments or other communications related to the ordinary course of business between the parties, shall be in writing and shall be deemed to be duly given in and when (a) delivered personally, (b) transmitted by pre-paid telegram or telex, (c) mailed by first class certified mail, return receipt requested, postage pre-paid, or (d) sent by a nationally recognized express courier service, postage delivery charges pre-paid, to the parties at the respective addresses set forth in this agreement. Each of the parties irrevocably consents to service of process by first class certified mail, return receipt requested, postage prepaid, to the address at which such party is to receive notice.

17. ACCEPTANCE - GENSERVE INC. will perform the Work as listed in this agreement and as indicated on Customer's equipment covered under this agreement. Inspections will be made during normal business working hours. Equipment manufacture and rating which are covered under this agreement are as listed. Prices for the Work are as indicated herein and on the service rate schedule.

18. PROPRIETARY - The technical and pricing information in this proposal is confidential and proprietary of GENSERVE INC., and is not to be disclosed or made available to third parties without the written consent of GENSERVE INC.

19. ADDITIONAL WORK - Unscheduled repairs or services shall include work of a non-emergency nature which is beyond the scope this proposal. The unscheduled repairs or service will be coordinated to be performed during normal working hours if conditions permit. We reserve the right to request an additional Purchase Order in writing upon customer approval to proceed with work. Any work of an emergency nature will be brought to the attention of the customer representative by means of verbal or written communication. We will perform repairs only upon authorization by customer to proceed with repairs.

20. SERVICE RATE SCHEDULES - Our normal working hours are between 7:00am and 3:30pm Monday through Friday, which our standard hourly service rate for each service person will be charged. During hours before 7:00am and after 3:30pm Monday through Friday, or on Saturday, we will charge (1.5) times our standard service rate (time and one-half) for the first 8 hours. After 8 hours on a Saturday customer will be charged doubletime rate. In addition, we will charge travel on a portal to portal basis from our shop. For any emergency services requested will be subject to a minimum charge of four (4) hours at applicable rate. Rates are subject to change without notice.

RATES:

Scheduled Rates

Engine/Generators:	Standard Rate	\$175.00	hour - per man
	Overtime Rate	\$262.00	hour - per man
	Sundays and Holidays Rate	\$350.00	hour - per man

Addendum: Contract may be canceled with thirty (30) days written notice.



PREVENTIVE MAINTENANCE CHECK LIST

ALL ITEMS CHECKED IN COLUMN "A" ARE PERFORMED WHEN FULL PM IS DONE.

ALL ITEMS CHECKED IN COLUMN "B" ARE PERFORMED WHEN VISUAL PM IS DONE.

	A	B	
1.	(X)	()	CHANGE LUBRICATING OILS
2.	(X)	()	CHANGE LUBE OIL FILTERS
3.	(X)	()	PERFORM LAB ANALYSIS OF USED OIL(Not on small residential)
4.	(X)	()	CHANGE FUEL OIL FILTERS
5.	()	()	CHANGE AIR FILTER
6.	(X)	(X)	INSPECT AIR FILTER
7.	(X)	(X)	CHECK COOLANT LEVEL & DEGREE OF PROTECTION
8.	(X)	()	PERFORM LAB ANALYSIS OF COOLANT SAMPLE(Not on aircooled)
9.	(X)	(X)	INSPECT & ADJUST FAN BELTS
10.	(X)	(X)	CHECK FLEX CONNECTIONS & MOUNTINGS
11.	(X)	(X)	CHECK OPERATION OF JACKET WATER HEATER
12.	(X)	(X)	CHECK BATTERY LEVEL & MAINTAIN
13.	(X)	(X)	CHECK OPERATION OF BATTERY CHARGING EQUIPMENT
14.	(X)	(X)	LUBRICATE NECESSARY FITTINGS
15.	(X)	(X)	INSPECT GOVERNOR LINKAGE, OIL LEVEL & CONTROL
16.	(X)	(X)	INSPECT ELECTRONIC GOVERNOR CONNECTIONS
17.	(X)	(X)	REPAIR MINOR COOLANT, LUBE & FUEL LEAKS
18.	(X)	(X)	INSPECT DAY TANK & PUMP CONTROL
19.	(X)	()	INSPECT SPARK PLUGS, MAGNETO & COILS
20.	(X)	(X)	DRAIN CONDENSATE FROM DAY TANK IF ACCESSIBLE
21.	(X)	(X)	CHECK OPERATION OF REMOTE FANS, PUMPS & LOUVERS
22.	(X)	(X)	INSPECT GENERATOR SLIP RINGS
23.	(X)	(X)	OPERATE ELECTRIC SET & CHECK OR RESET FOR CORRECT VOLTAGE & FREQUENCY
24.	(X)	(X)	CHECK AUTO START STOP MODE
25.	(X)	(X)	SIMULATE SAFETY SHUTDOWNS (If able to)
26.	(X)	(X)	TEST FAULT LAMPS

Tamara Harrison

From: Planning Kent
Sent: Friday, November 09, 2018 9:19 AM
To: Michael Caruso
Cc: Accountant; Lana Cappelli; Tamara Harrison; Nancy Tagliafierro (ntag@hoganandrossi.com); Building Inspector
Subject: Resolution 16 Howles Review Fund request
Attachments: Howles Rev Fee Refund Res 16 Nov 2018.pdf

Please find attached a Resolution and supporting documentation from the Kent Planning Board requesting approval from the Town Board to return review fees for the Howles property. It would be greatly appreciated if this matter could be placed on the next Town Board meeting.

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

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

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

RESOLUTION 17
FOR
CONNOLLY PROPERTY
Year 2018

Date: November 8, 2018

From: The Kent Planning Board

To: The Kent Town Board:
Maureen Fleming, Supervisor- w/Att.
Paul Denbaum

Bill Huestis, Deputy Supervisor
Christine Woolley

CC: W. Walters, Building Inspector - w/Att
Tamara Harrison - w/Att.
L. Cappelli, Town Clerk - w/Att
Finance Department - w/Att
N. Tagliaferro. - w/Att.

Re: Request to Return Review fees to:
Britt Connolly
8 Grasslands Road
Kent, NY
TM: 33.73-1-53 & 54

Resolved: On November 8, 2018, the Kent Planning Board reviewed a request from Mr. & Mrs. Connolly to release their review fees for this property.

Mr. Tolmach asked for a motion to ask the Town Board to release the review fees. The motion was made by Simon Carey and seconded by Giancarlo Gattucci. The roll call votes were as follows:

The roll call votes were as follows:

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

The motion carried.

Sincerely,



Vera Patterson, Secretary
Kent Planning Board

Planning Kent

From: Britt Connolly [brynnbaby123@yahoo.com]
Sent: Wednesday, October 17, 2018 9:44 AM
To: Planning Kent
Cc: Tom Connolly
Subject: Re: Connolly Oct Inv.
Attachments: Connolly Oct 2018 Inv.pdf

Categories: Red Category

Hi Vera, please refund the funds in our review account. Thank you.

Britt Connolly
845.225.0568

On Tuesday, October 16, 2018, 2:56:52 PM EDT, Britt Connolly <brynnbaby123@yahoo.com> wrote:

Sent from my iPhone

Begin forwarded message:

From: Planning Kent <planningkent@townofkentny.gov>
Date: October 16, 2018 at 1:05:38 PM EDT
To: Britt Connolly <brynnbaby123@yahoo.com>
Subject: Connolly Oct Inv.

The check for your bond has been processed and you can pick it up on Thursday.

Vera Patterson

Kent Planning Board

25 Sybil's Crossing

Kent, NY 10512

845-225-7802 (T)

845-306-5283 (F)

planningkent@townofkentny.gov

Connolly Property 33.73-1-53,54

Date		Deposits	Fees	Balance
1/23/2017	Check #1022	1,000.00		1,000.00
3/13/17	Cornerstone - Feb 2017		(500.00)	500.00
3/30/17	Ck. 154 Rev./Bond \$4,082 given)	1,000.00		1,500.00
01/23/18	Rohde - 29657-864		(67.50)	1,432.50
10/08/2018	Rohde 29657-1285		(129.34)	1,303.16
10/18/18	Rohde 29657-1351		(162.00)	1,141.16

Tamara Harrison

From: Planning Kent
Sent: Friday, November 09, 2018 9:13 AM
To: Maureen Fleming
Cc: Accountant; Lana Cappelli; Tamara Harrison; Nancy Tagliafierro (ntag@hoganandrossi.com); Building Inspector
Subject: Resolution 17 Connolly Review fees Refund
Attachments: Connolly Rev Refund Res 17 Nov 2018.pdf

Please find attached a Resolution and supporting documentation from the Kent Planning Board requesting approval from the Town Board to return review fees for the Connolly property. It would be greatly appreciated if this matter could be placed on the next Town Board meeting.

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

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

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

RESOLUTION 16
FOR
HOWLES PROPERTY
Year 2018

Date: November 8, 2018

From: The Kent Planning Board

To: The Kent Town Board:
Maureen Fleming, Supervisor- w/Att. Bill Huestis, Deputy Supervisor
Paul Denbaum Christine Woolley

CC: W. Walters, Building Inspector - w/Att
Tamara Harrison - w/Att.
L. Cappelli, Town Clerk - w/Att
Finance Department - w/Att
N. Tagliaferro.

Re: Request to Return Review Fees for:
Daniel Howles
5 Rockwood Road
Kent, NY 10512
TM: 33.51-1-10

Resolved: On November 8, 2018, the Kent Planning Board reviewed a request from Mr. & Mrs. Howles to release their review fees for this property.

Mr. Tolmach asked for a motion to ask the Town Board to release the review fees. The motion was made by Dennis Lowes and seconded by Stephen Wilhelm. The roll call votes were as follows:

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

The motion carried.

Sincerely,

Vera Patterson, Secretary
Kent Planning Board

Planning Kent

From: Elizabeth Howles [dlhowles88@gmail.com]
Sent: Friday, October 19, 2018 12:40 PM
To: Planning Kent
Subject: Re: Kent Planning Board Agenda

Hi Vera,

As per our conversation yesterday you said that I should send you a reminder email to receive the review funds back. I don't remember if I needed to send you the reminder email now or later. Please let me know.

Thank you,
Elizabeth Howles

On Thu, Oct 18, 2018 at 9:15 AM Elizabeth Howles <dlhowles88@gmail.com> wrote:
Thank you so much. I will be by today to get it. What time will you be in the office.

Lisa

On Oct 18, 2018, at 8:20 AM, Planning Kent <planningkent@townofkentny.gov> wrote:

I have your check here in my office – I was off yesterday and it was in my mail today, so you can stop by today or tomorrow to pick it up if you want.

Vera Patterson

Kent Planning Board

25 Sybil's Crossing

Kent, NY 10512

845-225-7802 (T)

845-306-5283 (F)

planningkent@townofkentny.gov

Howles/Daniel Sr.&Elizabeth - TM#31.51-1-10

Date		Deposits	Fees	Balance
02/13/04	Rec. #2243 - Ck#3376, 2/11/04	175.00		175.00
03/05/04	Rec.#2253 - Ck#3392, 2/25/04	175.00		350.00
04/27/04	Ck#12469 Rohde 1/31-2/27/04 V#1		(86.25)	263.75
04/27/04	Ck#12469 Rohde 2/28-3/26/04 V#2		(115.00)	148.75
05/11/04	Rec.#2298 - Ck#3426, 3/18/04	113.00		261.75
				261.75

Tamara Harrison

From: Planning Kent
Sent: Friday, November 09, 2018 9:32 AM
To: Maureen Fleming
Cc: Accountant; Lana Cappelli; Tamara Harrison; Nancy Tagliafierro (ntag@hoganandrossi.com); Building Inspector
Subject: Muraugh EC Bond Resolution 18
Attachments: Murtaugh EC Bond Resolution 18 Nov 2018.pdf

Please find attached a Resolution and supporting documentation from the Kent Planning Board requesting approval from the Town Board to accept an Erosion Control Bond in the amount of \$6,138.00 for the Murtaugh property. It would be greatly appreciated if this matter could be placed on the next Town Board meeting.

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

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

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

RESOLUTION 18
FOR
MURTAUGH PROPERTY
Year 2018

Date: November 8, 2018

From: The Kent Planning Board

To: The Kent Town Board:
Maureen Fleming, Supervisor - w/Att. Bill Huestis, Deputy Supervisor
Paul Denbaum Christine Woolley

CC: W. Walters, Building Inspector - w/Att. Finance Department – w/Att.
Tamara Harrison – w/Att. N. Tagliaferro – w Att.
L. Cappelli, Town Clerk – w/Att.

Re: Request to Accept an Erosion Control Bond
John Murtaugh 1250 Peekskill Hollow Road
Kent, NY 10512
For Property located at:
1144 Peekskill Hollow Road
Kent, NY 10512
TM: 42.02-2-51

Resolved: On September 27, 2018 the Kent Planning Board reviewed material submitted by Mr. John Murtaugh, the owner of the property mentioned above. This project pertains to construction of a single-family residence and an Erosion Control Bond in the amount of \$6,138.00. Attached is supporting documentation for this project as well as the following checks:

Wells Fargo Bank Check 1201 in the amount of \$480.00 and Wells Fargo Bank Check 6788803073 in the amount of \$6,138.00.

Mr. Tolmach asked for a motion to recommend to the Town Board that this Erosion Control Bond be accepted. The motion was made by Mr. Wilhelm and seconded by Mr. Gattucci. The roll call votes were as follows:

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

The motion carried.

The Planning Board would appreciate it very much if this matter could be placed on the next Town Board meeting.

Sincerely,



Vera Patterson, Secretary
Kent Planning Board

Tamara Harrison

From: Planning Kent
Sent: Friday, November 09, 2018 9:47 AM
To: Maureen Fleming
Cc: Accountant; Lana Cappelli; Tamara Harrison; Nancy Tagliafierro (ntag@hoganandrossi.com); Building Inspector
Subject: Fregosi Surety Bond for Erosion Control Permit Resolution
Attachments: Fregosi EC Surety Bond Nov 2018.pdf

Please find attached a Resolution and supporting documentation from the Kent Planning Board requesting approval from the Town Board to accept a Surety Bond #72087694 from Western Surety Company, 101 S. Reid Street, Sioux Falls, South Dakota 57103 for an Erosion Control Plan in the amount of \$28,867.50 for the Murtaugh property. It would be greatly appreciated if this matter could be placed on the next Town Board meeting.

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

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

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

RESOLUTION 19
FOR
FREGOSI PROPERTY
Year 2018

Date: November 8, 2018
From: The Kent Planning Board
To: The Kent Town Board:
Maureen Fleming, Supervisor - w/Att. Bill Huestis, Deputy Supervisor
Paul Denbaum Christine Woolley
CC: W. Walters, Building Inspector - w/Att Finance Department - w/Att.
T. Harrison - w/Att. N. Tagliafierro - w/Att.
L. Cappelli, Town Clerk - w/Att
Re: Request to Accept an Erosion Control Bond
Joseph Fregosi
82 Anton Drive
Carmel, NY 10512
For Property located on:
Kentview Drive
Kent, NY 10512
TM: 10.20-1-69

Resolved: On November 8, 2018 the Kent Planning Board reviewed material submitted by Mr. Joseph Fregosi, the owner of the property mentioned above. This project pertains to construction of a single-family residence and an Erosion Control Bond in the amount of \$28,867.50. Attached is supporting documentation for this project as well as the Bond Agreement and a Surety Bond #72087694 from Western Surety Company dated October 18, 2018.

Mr. Tolmach asked for a motion to recommend to the Town Board that this Erosion Control Bond be accepted. The motion was made by Simon Carey and seconded by Dennis Lowes. The roll call votes were as follows:

The roll call votes were as follows:

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

The motion carried.

The Planning Board would appreciate it very much if this matter could be placed on the next Town Board meeting.

Sincerely,



Vera Patterson, Secretary
Kent Planning Board



CODE ENFORCEMENT

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

October 31, 2018

**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.

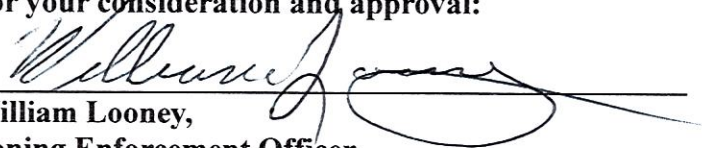
**Location requiring correction and lowest bid for site:
31 Kentwood Drive \$150.00
Site owners have not responded to Notices of Violation.**

The above stated bid has been proposed by JB Affordable Lawn Care Inc.

Putnam Handyman Construction failed to submit a bid.

A.I.M. Inc. failed to submit a bid.

For your consideration and approval:


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

JB AFORDABLE LAWN CARE. INC.

OCTOBER 30, 2018

**Proposal for the Town of Kent,
Putnam County, N.Y.
Attention: Mr. William Looney
Zoning Enforcement Officer for the
Town of Kent.**

**JB Affordable Lawn Care proposes to cut brush and grass at 31 Kentwood Drive for
the sum of \$125.00.**

Thank You,

**James Bennett, President,
JB Affordable Lawn Care Inc.**



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

Location: 31 Kentwood Dr Kent, NY

Map NO: 21.8-1-11

Date: 10/25/2018

TO:

Edward Krupman
31 Kentwood Dr
Carmel, NY 10512

PLEASE TAKE NOTICE: THERE EXISTS A VIOLATION OF:

Town of Kent Municipal Code\Chapter 55 A 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 within ten days from this date. 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

October 31, 2018

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.

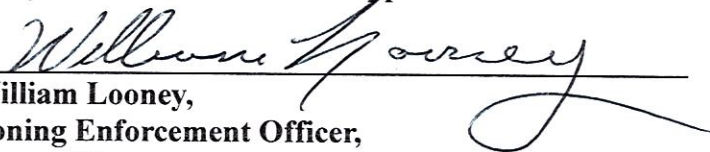
Location requiring correction and lowest bid for site:
31 Kentwood Drive \$2000.00
Site owners have not responded to Notices of Violation.

The above stated bids has been proposed by FI Adams, Inc.

Putnam Handyman Construction failed to submit a bid.

Dirt and Demo Inc. failed to submit a bid.

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
31 Kentwood Drive, Carmel

Estimate No: 210
Date: 10/31/2018

Description	Quantity	Rate	Amount
Clean up garbage around house including oil tank located at 31 Kentwood drive, Carmel.	1	\$2,000.00	\$2,000.00

Subtotal	\$2,000.00
TAX 0%	\$0.00
Total	\$2,000.00

Total	\$2,000.00
-------	------------



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

Location: 31 Kentwood Dr Kent, NY

Map NO: 21.8-1-11

Date: 10/25/2018

TO:

Edward Krupman
31 Kentwood Dr
Carmel, NY 10512

PLEASE TAKE NOTICE: THERE EXISTS A VIOLATION OF:

Town of Kent Municipal Code\Chapter 55 A 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 within ten days from this date. 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**



10/25/2018





10/25/2018



10/25/2018



10/25/2018



10/25/2018

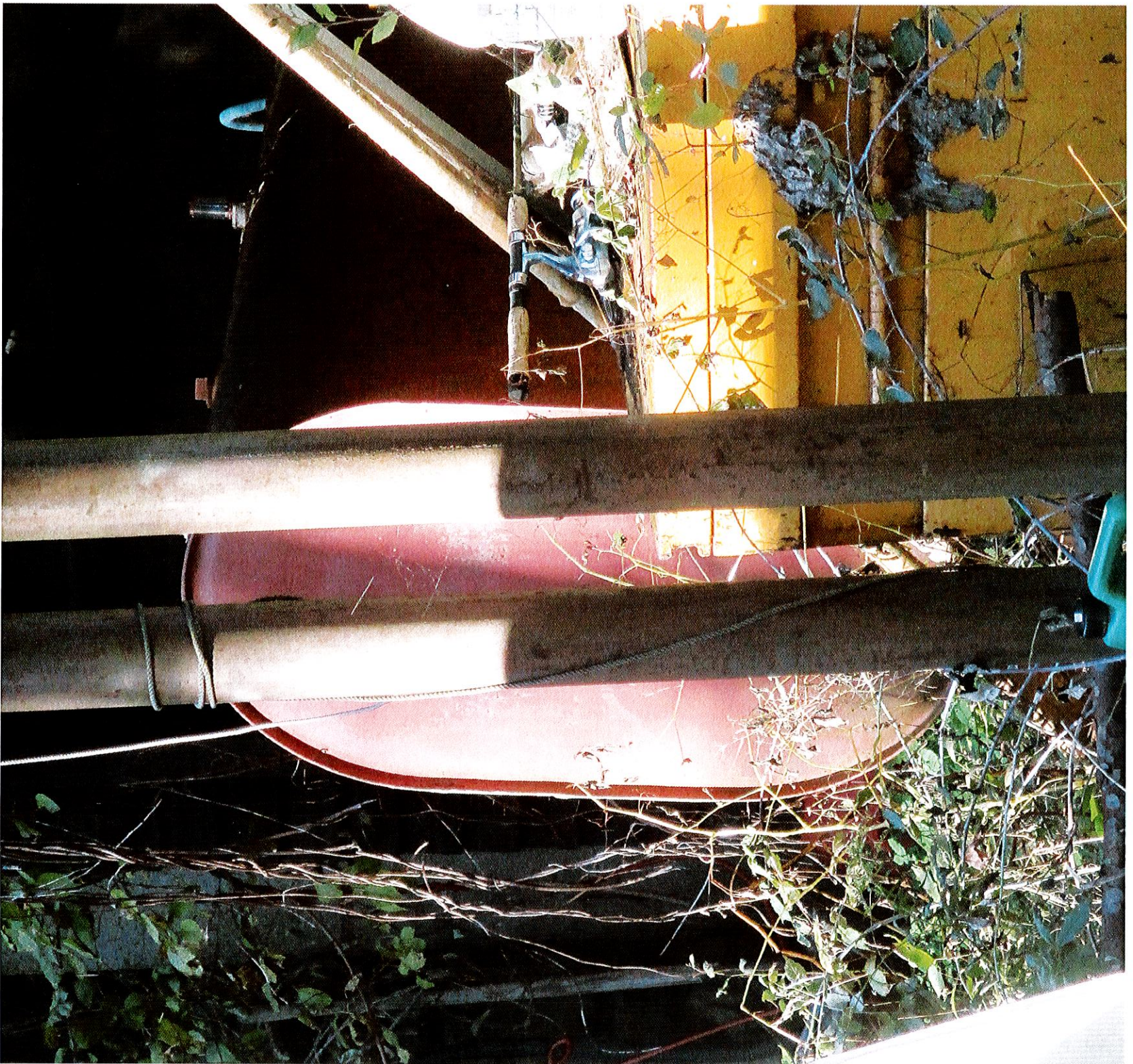




10/25/2018



10/25/2018





CODE ENFORCEMENT

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

October 22, 2018

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

Enclosed please find property maintenance violation issued by the undersigned and bids for correction.


Location requiring correction and lowest bid for site:
24 Chauncey Road . \$1800.00.

Site owner has not responded to Notice of Violation.

The above stated bid has been proposed by FI Adams, Inc.

Putnam Handyman Construction failed to submit a bid.
Dirt and Demo Inc. failed to submit a bid

For your consideration and approval:


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: 24 Chauncey Rd Kent, NY

Map NO: 33.56-1-20

Date: 10/17/2018

TO:

Zdzisław Jarzebiak
24 Chauncey Rd
Carmel, NY 10512

PLEASE TAKE NOTICE: THERE EXISTS A VIOLATION OF:

Town of Kent Municipal Code\Chapter 55 A 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 within ten days from this date. 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**



10/17/2018





10/17/2018



ITEM NO: 88264
QTY: 6 Pcs
SIZE: 5.9" X 24.0" H

12x16x7

8-3225-00023

SHEETROCK

10/17/2018



10/17/2018

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
24 Chauncey Road, Lake Carmel

Estimate No: 203
Date: 10/19/2018

Description	Quantity	Rate	Amount
Remove garbage from 24 Chauncey road	1	\$1,800.00	\$1,800.00
	Subtotal		\$1,800.00
	TAX 0%		\$0.00
	Total		\$1,800.00
	Total		\$1,800.00

TOWN OF KENT
NOTICE OF HEARING

AMENDMENTS TO CHAPTER 53 and ADDITION OF CHAPTER 39-B
OF THE KENT TOWN CODE

PUBLIC NOTICE is hereby given that there has been introduced before the Town Board of the Town of Kent, New York, on November __ 2018 an amendment to Kent Town Code to provide for the regulation and licensing of Food Trucks. Chapter 53, entitled “Peddlers and Solicitors”, will be amended so as not to apply to Food Trucks, and a new Chapter 39B regarding “Food Trucks” will be added to the Town Code.

NOW THEREFORE, pursuant to Section 20 of the Municipal Home Rule Law, the Town Board of the Town of Kent, New York will hold a public hearing on the aforesaid Amendment at the Town Offices, 25 Sybil’s Crossing, Kent, New York, on _____, 2018 at 7:00 p.m. in the evening of that day at which time all persons interested therein shall be heard. The Town Board will make every effort to assure that the hearing is accessible to persons with disabilities. Anyone requiring special assistance and/or reasonable accommodations should contact the Town Clerk.

Dated: November __, 2018

BY ORDER OF THE TOWN BOARD OF THE
TOWN OF KENT

YOLANDA D. CAPELLI, TOWN CLERK

TOWN OF KENT
County of Putnam, State of New York
RESOLUTION _____

RESOLUTION INTRODUCING
LOCAL LAW ____-2018 AND PROVIDING FOR PUBLIC
NOTICE AND HEARING

INTRODUCED BY: _____

SECONDED BY: _____

DATE OF CONSIDERATION/ADOPTION: _____, 2018

BE IT RESOLVED that an amendment to Kent Town Code 53 entitled "Peddlers and Solicitors " to exempt Food Trucks from regulation by that Chapter, and a new Chapter 39B entitled "Food Trucks" is hereby introduced by _____, as Introductory Local Law # _____ of the year 2018 before the Town Board of the Town of Kent in the County of Putnam and State of New York, and

BE IT FURTHER RESOLVED, that copies of the aforesaid proposed Amendment, which is attached hereto, be laid upon the desk of each member of the Board, and

BE IT FURTHER RESOLVED, that the Town Board will hold a public hearing on said proposed Amendment at the Town Hall, in the Town of Kent, New York at 7:00 o'clock P.M. on _____, 2018, and

BE IT FURTHER RESOLVED, that the Town Clerk publish or cause to be published a public notice in the official newspaper of the Town of Kent of said public hearing at least five (5) days prior thereto.

UPON ROLL CALL VOTE:

Supervisor Fleming: _____
Councilman Heustis: _____
Councilman Denbaum: _____

Councilwoman McGlasson: _____
Councilwoman Woolley: _____

VOTE: RESOLUTION CARRIED BY A VOTE OF _____ TO _____ ABSTAIN _____

State of New York)
County of Putnam) ss:

I, Yolanda D. Cappelli Town Clerk of the Town of Kent, do hereby certify that the above is a true and exact copy of a Resolution adopted by the Town Board of the Town of Kent at a meeting of said Board on _____ 2018

Dated: _____, 2018

Yolanda D. Cappelli, Town Clerk

TOWN OF KENT
AMENDMENT TO
CHAPTER 39B OF THE KENT TOWN CODE

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

Section 1. Chapter 39B entitled “Peddlers and Solicitors”, is amended as follows:

Chapter 39B. Peddlers and Solicitors

§ 39B-2. Peddlers and Solicitors prohibited. Exemptions.

- A. Except as may be otherwise permitted by general or special law, it shall be unlawful for any person, corporation, partnership, company, unincorporated association, agent or principal thereof, or any other entity to engage in or act as a peddler, vendor, solicitor or commercial traveler, as herein defined, within the jurisdictional boundaries of the Town of Kent.
- B. The provisions of this Chapter shall not apply to operators of Food Trucks which possess a license pursuant to Chapter 39B of the Town Code.

Section 2. Chapter § 39-B shall be added to the Town Code, entitled “Food Trucks”, as follows:

Chapter 39B. Food Trucks.

39B-1. Definitions.

As used in this article, the following terms shall have the meanings indicated:

APPLICATION

The form and supporting information or documentation prescribed by the Town Board seeking the issuance of a food truck permit.

FOOD TRUCK

A vehicle from which food for human consumption is sold or dispensed. Such vehicle may be self-propelled or towed by another vehicle.

FOOD TRUCK PERMIT

The permit or license issued by the Town Clerk which shall be proof that a particular food truck has met the qualification requirements and that the location endorsed thereon has been approved by the Town for the purpose stated therein.

FOOD TRUCK PERMIT, SECONDARY

A second permit which may be issued to an existing food truck permit holder which would

allow such permit holder to locate his or her food truck at a secondary location on municipally owned property.

LOCATION

The particular physical site, approved by the Town Code Enforcement Officer, where the food truck shall be parked and operated during permitted hours.

VETERAN

Any veteran of the United States military service or coast guard who has been discharged from service for other than cause. Any veteran applicant shall submit a copy of his or her Form DD-214 as part of the application package.

§ 39B-2. Permit; fees.

- A. No more than one permit shall be issued to any individual or qualifying business entity.
- B. Such permit shall be issued to an applicant who has completed the requisite application on the prescribed form provided by the Town Clerk, paid the requisite fee(s) and provided such additional information as may be required in the application, including, but not limited to, proof of general liability insurance with limits of liability not less than \$1,000,000 per occurrence; current vehicular registration, inspection and insurance; proof of permission to locate the food truck at the particular location; and, in the case of prepared food sales, a current food vendor's permit issued by the Putnam County Department of Health. The Town of Kent shall be listed as an additional insured on the policy of general liability insurance.
- C. Permits shall be issued on a calendar year basis running from January 1 to December 31. Applications for such permits shall be available to residents or established businesses located within the Town of Kent from November 1 through November 30 of each year for the following year. From December 1 on, applications, to the extent permits are still available, shall be accepted from nonresidents.
- D. The annual fee for a food truck permit shall be set by the Town Board and included in the annual fee schedule adopted by the Town Board, as the same may be amended from time to time. Any permit issued after July 1 shall be 1/2 of the annual permit fee and shall run for the balance of the calendar year. Any permit issued to a veteran shall be exempt from the payment of the annual fee. To be exempt from the payment of the requisite permit fee, such veteran shall actually be engaged in the operation of the food truck and shall be present at the location at all times the food truck is in operation.
- E. Food truck permit holders and any employee(s) shall be issued a photographic identification card by the Town of Kent. Such identification shall be maintained on the person of the permit holder and employee at all times that the food truck is in operation and shall be open to the inspection by the Town Code Enforcement Officer.
- F. Secondary permits shall be made available to existing food truck permit holders who wish to provide food vending services on municipally owned properties on a monthly, weekly or

daily basis. Such secondary permits shall only be issued to existing food truck permit holders. The fee for such secondary permit shall be set forth in the annual fee schedule, as the same may be amended from time to time.

- G. Notwithstanding the foregoing, any licensed or permitted food truck shall be allowed to operate on private property within the Town at a specific function and at the specific request by such private property owner for the purpose of catering or providing food service for such special function.

§ 39B-3. Location.

- A. Except as otherwise provided for herein, a food truck permit shall allow the holder thereof to conduct the business vending food from a specific, stationary location. Such location shall be on private property or within or on a public thoroughfare or right-of-way. No vending or soliciting of food sales shall occur by the permittee at any location within the Town other than that which is declared on the permit.
- B. A permitted location shall be within a commercially zoned area and shall be subject to the prior approval of the Town Code Enforcement Officer to ensure that such location is safe for use by both vehicles and pedestrians.
- C. An applicant for a food truck permit shall provide proof, in writing, signed by the owner of the particular location or, with respect to state, county or other municipal thoroughfares, signed by the authorized permitting authority, that the applicant has permission to park or locate the food truck at that particular location. Such document shall be signed and acknowledged before a notary public.
- D. A permitted location shall have an improved parking area and shall have not less than two parking spaces available for patron use. Such parking spaces must be in addition to any parking spaces that are committed to other uses and/or occupancies that are served by the site as specified in the Town's zoning regulations or as set forth on any current site plan for the location.
- E. A permitted location shall not be closer than 500 feet to any existing restaurant, delicatessen, fast food establishment, or other food service establishment.
- F. There shall be no outdoor seating or other accommodation for on-site consumption of food or other vended products. The food truck permit holder shall provide adequate refuse receptacles for patron use and shall provide that refuse deposited therein is removed from the permitted location on a daily basis.

§ 39B-4. Hours of operation.

- A. Food trucks may be operated during the hours of 5:00 a.m. through 9:00 p.m. on any given day.
- B. Food trucks shall be removed from the permitted location within one hour after closing and shall not be returned to the permitted location more than one hour before the permitted opening time on any given day. There shall be no overnight parking of food trucks at any permitted location.

§ 39B-5. Penalties for offenses; revocation.

- A. Any person who violates any provision of this article shall be guilty of an offense and upon conviction thereof shall be subject to a fine of not less than \$100 nor more than \$250 for each violation, or by imprisonment not exceeding 15 days, or both such fine and imprisonment.
- B. Conviction of three violations of any provision of this article shall result in the immediate revocation of the food truck permit.

Section 3. This local law shall take effect immediately.

Dated: November __, 2018

BY THE ORDER OF THE TOWN BOARD OF

THE TOWN OF KENT

[———] deleted text

_____ added text