

**TOWN OF KENT  
TOWN BOARD MEETING  
Tuesday, October 2, 2018**

**Executive Session** – 6:00 p.m.

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

**Public Hearing** – 7:00 p.m.

Demolition of house at 278 Lakeshore Drive E  
Demolition of structure at 2426 Whangtown Rd.

**Workshop** –

1. Pledge of Allegiance
2. Kent CAC – honoring Dave Ehnebuskie
3. Distribution of tentative budget
4. Lake Carmel Park District – accept gift for tree planting initiative
5. Stop signs – Dingley Rd.
6. Planning Board – return erosion control bonds for TM# 33.51-1-10 and TM# 33.73-1-53&54
7. Recreation – paving at Huestis Park
8. Kent Historical Society - proposed book announcement and annual tag sale
9. Discussion of code revision for food trucks
10. Discussion of Solar Farms
11. Lake Carmel Fire Department Budget
12. Announcements
13. Public Comment

**Meeting**

1. Roll Call
2. Vote on the following:
  - a) Accept gift for tree planting initiative
  - b) Request new stop signs
  - c) Authorize return of erosion bonds for TM# 33.51-1-10 and TM# 33.73-1-53&54
  - d) Accept bid for paving at Huestis Park
  - e) Set public hearing for Lake Carmel Fire Department
- 2) Correspondence
- 3) Public comment

Kent Lakes tree planting initiative:

\$50 – Charles and Grace Sisto in honor of Jessie Huestis

Town of Kent Supervisor and Board Members  
25 Sybil's Crossing  
Kent Lakes, N.Y 10512



Dear Town of Kent Supervisor Maureen Fleming and Members of Town of Kent Board,

I'm writing this request in the hopes of preventing a potential tragic accident. I live on Dingley Road in Lake Carmel. Dingley Road is a long and straight road approximately 0.4 miles long. Dingley Road has become a sort of bypass for people to take, instead of going down Hill and Dale Road to Towners Road they now go up Longview Road from Hill and Dale Road to Dingley Road. The combination of the long road and increase traffic has created a dangerous situation for both pedestrian and vehicular traffic. My concern is for my preschool grandchildren and the many persons that walk along Dingley Road.

I request two stop signs be placed on Dingley Road, one in each directions at the intersection of Dicktown Road and Mead Road. This would make that intersection a four way stop.

I realize that it will be an inconvenience to some. But the sole intent is to slow vehicles down to prevent an accident with devastating results.

Your quick responds would be greatly appreciated, especially now that foot traffic has increase because school is back in session.

Thank you for your time and consideration in reviewing my request.

Regards,

Richard O'Connor

## **Tamara Harrison**

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**From:** Rich Othmer  
**Sent:** Thursday, September 27, 2018 7:43 AM  
**To:** Tamara Harrison; Maureen Fleming; Nancy Tagliafierro; Nancy Tagliafierro; Lana Cappelli; Jaime McGlasson; Bill Huestis; Bill Huestis; Paul Denbaum; Paul E Denbaum; C Woolley; Jamie Spillane  
**Cc:** Highway Kent  
**Subject:** RE: Resident Letter

Good Morning All;

In reference to the attached letter from Kent Resident Richard O'Conner & the request for stop signs on Dingly Road; I am the approver of the request.

After monitoring the location with my General Foreman we find Mr. O'Conner's statements to be accurate. It is a residential neighborhood & people fly down this road as a shortcut. The Police Department just does not have enough men to cover the whole down all the time. Once you pass the resolution I will put the signs up asap hopefully before any negative events take place.

Respectfully;

Rich Othmer  
Highway Super

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

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

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RESOLUTION 15  
FOR  
HOWLES PROPERTY  
Year 2018

Date: September 27, 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.  
Re: Request to Return Erosion Control Bond  
Daniel Howles  
5 Rockwood Road  
Kent, NY 10512  
TM: 33.51-1-10

Resolved: On September 27, 2018, the Kent Planning Board reviewed a request from Mr. & Mrs. Howles to release their Erosion Control Bond in the amount of \$2,826.00 along with documentation indicating that the property has been stabilized. A site inspection was conducted and the Planning Board Consultants recommended that the Bond be released.

Mr. Tolmach asked for a motion to ask the Town Board to release the Erosion Control Bond in the amount of \$2,826.00. The motion was made by Stephen Wilhelm and seconded by Simon Carey. The roll call votes were as follows:

Phillip Tolmach, Chairman	Aye _____
Simon Carey	Aye _____
Giancarlo Gattucci	Aye _____
Dennis Lowes	Aye _____
Charles Sisto	Aye _____
Stephen Wilhelm	Aye _____

The motion carried.

Sincerely,



Vera Patterson, Secretary  
Kent Planning Board

BOND AGREEMENT

Bank Check in Lieu of Fiduciary Bond

AGREEMENT made this 26 day of April, 2004 by and between the Town of Kent and Daniel Howles, 5 Rockwood Road, Carmel, New York, 10512 ("Howles")

WHEREAS the said "Howles" has requested permission of the Planning Board of the Town of Kent to construct a house in said Town on Cottage Road (Tax Map #33.51-1-10); and

WHEREAS the Planning Board of the Town of Kent has granted permission to construct same subject to posting a bank check in the amount of \$2,826.00; and

WHEREAS "Howles" is desirous of posting a bank check from Wachovia Bank in the total sum of \$2,826.00 which bank check will be in the name of "Town of Kent"; now therefore the parties hereto agree as follows:

1. "Howles" shall deliver the aforesaid sum of \$2,826.00 from Wachovia Bank in a bank check which will be in the name of the Town of Kent;
2. The said bank check shall be delivered to the Town of Kent and be deposited in an escrow account pending the completion of the construction for which the erosion control measures are necessary;
3. No funds may be withdrawn from the said escrow account until a resolution has been duly made by the Town Board of the Town of Kent, authorizing such surrender or cashing;
4. Upon full completion of the work allowed pursuant to the conditions and specifications heretofore imposed by the Planning Board of the Town of Kent, the said escrow monies shall be returned to "Howles;"
5. In the event the erosion control work allowed shall not have been fully completed by "Howles" as per the conditions and specifications of the Planning Board of the Town of Kent, the Town Board shall have the right to withdraw the aforesaid escrow monies and complete the required work for "Howles" with full use of said sums as the Town requires;

6. When the work shall have been fully completed as required by the conditions and specifications of the Planning Board, either by "Howles" or by the Town of Kent, the aforesaid escrow monies or the balance of funds remaining after the work has been completed shall be returned or refunded to "Howles."
7. This bond may not be assigned or transferred without the prior written approval of the Planning Board of the Town of Kent.

IN WITNESS whereof the parties hereto have set their hands and seals the day and date first above written.

By:   
DANIEL HOWLES

By:   
BIL TULIPANE, SUPERVISOR

**TOWN OF KENT**  
25 Sybil's Crossing  
Kent Lakes, New York 10512

Yolanda D. Cappelli  
Town Clerk

Administrative Office  
Tel. (845) 225-2067  
Fax. (845) 306-5282



**RESOLUTION**

**Resolution # 268 - Approval of Erosion Control Bonds**

On the motion by Councilwoman Madigan

Seconded by Councilpersons Doherty and Tartaro

Resolved: The erosion control bonds submitted by Debra Fossati, TM#10.-2-7, check from the Putnam County National Bank for \$14,215.00 and inspection fee check for \$569.00, Frank Brucato, TM#20.8-1-5, check from Chase Bank for \$9,232.00 and inspection fee for \$370.00, Daniel Howles, TM#33.51-1-10, check from Wachovia Bank for \$2,826.00 and inspection fee for \$113.00, Gottlieb Skanska, Inc. TM#43.-2-64, performance bond for the sum of \$75,500.00 and inspection fee for \$3,020.00, and Susan Maldacker, TM#31.17-1-9 check from National City Bank for \$8,410.00 and inspection fee for \$337.00 are approved by the town board and are also approved as to form, sufficiency and manner of execution.

Motion carried unanimously.

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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 April 26, 2004.

August 16, 2018

Yolanda D. Cappelli, Town Clerk



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

email: [planningkent@townofkentny.gov](mailto:planningkent@townofkentny.gov)  
Kent, NY 10512  
Fax: 845-306-5283

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RESOLUTION 14  
FOR  
CONNOLLY PROPERTY  
Year 2018

Date: September 27, 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.

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

Resolved: On September 27, 2018, the Kent Planning Board reviewed a request from Ms. Connolly to release her Erosion Control Bond in the amount of \$4,082.00 along with documentation indicating that the property has been stabilized. A site inspection was conducted and the Planning Board Consultants recommended that the Bond be released.

Mr. Tolmach asked for a motion to ask the Town Board to release the Erosion Control Bond in the amount of \$4,082.00. The motion was made by Dennis Lowes and seconded by Giancarlo Gattucci. The roll call votes were as follows:

Phillip 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

**Lana Cappelli**

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**From:** Lana Cappelli  
**Sent:** Thursday, April 06, 2017 10:47 AM  
**To:** Accountant  
**Subject:** RE: Planning board

**Resolution #161 - Accept Erosion Control Bond TM#33.42-2-49,51**

On a motion by Councilman Chin

Seconded by Councilwoman McGlasson

**WHEREAS**, the Planning Board, at their meeting held on October 13, 2016, approved Resolution #6 of Year 2017 recommending that the Town Board accept an Erosion Control Bond in the amount of \$1,700 and an Escrow Fund for an initial inspection fee in the amount of \$1,000 from the owner of land located at 71 Cottage Road, Kent, New York 10512, identified as Tax Map No. 33.42-2-49-51(the "Lots"); and

**WHEREAS**, the Town Board of the Town of Kent wishes to follow the recommendations of the Planning Board;

**NOW, THEREFORE BE IT RESOLVED**, that the Town Board of the Town of Kent hereby accepts the recommendation of the Planning Board and approves the posting of an Erosion Control Bond in the amount of \$1,700 and the establishment of an Escrow Fund for an initial inspection fee in the amount of \$1,000.  
Motion carried unanimously

**Resolution #162 - Accept Erosion Control Bond TM#3.73-1-53,54**

On a motion by Councilman Chin

Seconded by Supervisor Fleming

**WHEREAS**, the Planning Board, at their meeting held on March 9, 2017, approved Resolution #4 of Year 2017 recommending that the Town Board accept an Erosion Control Bond in the amount of \$4,082 and an Escrow Fund for an initial inspection fee in the amount of \$1,000 from the owner of land located at 8 Grasslands Road, Kent, New York 10512, identified as Tax Map Nos. 33.73-1-53 and 33.73-1-54 (the "Lots"); and

**WHEREAS**, the Town Board of the Town of Kent wishes to follow the recommendations of the Planning Board;

**NOW, THEREFORE BE IT RESOLVED**, that the Town Board of the Town of Kent hereby accepts the recommendation of the Planning Board and approves the posting of an Erosion Control Bond in the amount of \$4,082 and the establishment of an Escrow Fund for an initial inspection fee in the amount of \$1,000.  
Motion carried unanimously

*Yolanda "Lana" Cappelli*

Kent Town Clerk  
25 Sybil's Crossing  
Kent Lakes, NY 10512  
845/225-2067 Telephone  
845/306-5282 Fax  
[lcappelli@townofkentny.gov](mailto:lcappelli@townofkentny.gov)  
[www.townofkentny.gov](http://www.townofkentny.gov)

**From:** Accountant  
**Sent:** Thursday, April 06, 2017 8:50 AM

**From:** Recreation  
**Sent:** Monday, October 01, 2018 2:06 PM  
**To:** Maureen Fleming <[mfleming@townofkentny.gov](mailto:mfleming@townofkentny.gov)>  
**Cc:** Bill Huestis <[bhuestis@townofkentny.gov](mailto:bhuestis@townofkentny.gov)>  
**Subject:** Paving Project at Huestis Park

Supervisor Fleming –

Updating our conversation from earlier, attached please find a quote from Intercounty Paving for the leveling and paving of the entrance road at Huestis Park. I contacted three other companies regarding this project, however two of the three declined to submit quotes because they did not think they could be competitive and the other company did not respond altogether.

If this item could be added to the agenda for the upcoming board meeting on Tuesday, October 2<sup>nd</sup>, that would be most appreciated. As always please let me know if you have any questions or require any additional information.

Thank you,

**Jared Kuczenski**  
*Acting Director of Recreation & Parks*  
*Recreation & Parks Department*  
*Town of Kent, New York*  
*845-531-2100*

Dear Chris Kehoe,

We have reviewed your project. Please see the attached PDF document outlining your project. An original will also be sent in the mail.

We welcome the time to speak with you. In fact, please give us the opportunity to have a final look at your project. Every project is different and needs to be looked at individually, and sometimes the scope of work changes as the planning evolves.

Intercounty Paving Company provides the highest quality asphalt paving services and we will take your project from concept to completion with the utmost professionalism. Visit our website today at [www.blacktopit.com](http://www.blacktopit.com).

We do our best to accommodate our clients when scheduling projects. When you send your contract back, please include two dates that would fit into your schedule. and let us know if you have special circumstances. Our business is weather driven and Mother Nature does not always cooperate.

Best regards,

Scott Spano

Intercounty Paving Company Inc.

[Scott@blacktopit.com](mailto:Scott@blacktopit.com)

845-226-6575 Office

*.....and remember, don't gamble on a contractor - do your homework!*





P.O. Box 360, Carmel NY 10512

Date: Thursday, September 20, 2018

Proposal # 2018-0462

**Submitted To:**

Chris Kehoe  
Town of Kent Recreation Center  
25 Sybils Crossing  
Carmel, NY 10512

**Contact Information:**

Phone: (845) 225-1805  
Mobile: (845) 590-6556  
E-mail: recreation@townofkentny.gov

**Site Description:** # S122734

Huestis Park - 178 Farmers Mill Rd - Carmel - Entrance  
178 Farmers Mill Road  
Carmel, NY

**Site Contact:**

Site Phone:  
Site Email:

**Prepared By:**

Scott Spano

**Contact Information:**

Mobile: 914-490-4090  
Office: (845) 226-6575  
E-mail: Scott@blacktopit.com  
**Project Manager:**  
Mobile:  
Email:

**16,500 SQ FT**

**CLEAN ROADWAY**

**LEVEL EXISTING ROAD WITH BLACKTOP**

**INSTALL 1.5" OF BLACKTOP ON PREPARED AREA**

Qty	Proposed Service(s) & Description(s)	Depth	
16500 Sq. Ft.	<b>Paving- Leveling Course</b> Service Description 1. Thoroughly clean and prepare proposed areas 2. Install asphalt mix per specification *NOTE: Leveling eliminates irregularities in the contour of the existing surface. Thickness of material will vary. * Extras to be approved by management		\$17,631.90
16500 Sq. Ft.	<b>1.5" Top Course</b> Service Description 1. Layout proposed area 2. Install 1.5" (after compaction) of NYS Type 6F Asphalt Top Course	1.5"	\$16,179.42
Project Total			<b>\$33,811.32</b>

**PAYMENT TERMS** 25% Down Payment Down, Balance Upon Completion

This proposal may be withdrawn if not accepted within **30** days of Sep 20, 2018

Pavement Consultant Scott Spano

Accepted Authorized Signature

1-800-BLACKTOP  
"Paving With Pride Since 1955"  
**WWW.BLACKTOPIT.COM**





## TERMS, CONDITIONS & GUARANTEE

*Intercounty Paving, hereafter referred to as "IPC"*

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### Asphalt Guarantee

Fully covering labor, and materials against breakup for a period of 2 year(s). Any request made to "IPC" by the owner, general contractor or their respective authorized supervisory employees to overlook the standard practices and procedures previously stated in these conditions will automatically negate any guarantee of material or workmanship whether such guarantee is written, implied or orally stated. Guarantee does not cover markings from sharp pointed objects, power steering created tire marks, or drippings from solvents and gas. Guarantee does not cover heaving of asphalt, subgrade failure, settling or expansion cracks due to freeze thaw weather cycle or tree roots. Asphalt is a machine laid surface which has seams that are sometimes noticeable. The surface texture of hand laid areas may not be uniform to machine laid areas, due to hand raking. "IPC" shall not be liable for water ponding or retention in surrounding areas of patching due to current grades or construction method chosen. Guarantee does not cover damage caused by acts of third parties. Any unforeseen soft spots in the sub base must be removed and filled with proper base material to ensure the integrity of the new pavement. These areas will be billed on a time and material basis. Soil conditions such as the presence of clay and sand, as well as temperature and moisture content may result in cracking. It is therefore impossible to guarantee against cracking. Clients understand that this is a risk inherent with this type of work. Any unforeseen conditions such as rock, ledge, boulders, and concrete will be charged on a per event basis. Multiple layers of asphalt (more than 4" of removal in total) will be an extra charge of thirty (30) cents per square foot per inch of material to remove. Clients will be notified immediately of any such areas. Contractor will not be responsible for failing asphalt due to substandard base material installed by others, heaving due to frost and thaw, water springs, as well as underground utilities, sprinkler lines, etc. Contractor is not responsible for ponding or pooling of water when a minimum 2% pitch cannot be established.

**Due to the volatility of the liquid asphalt market, any increase in Contractor's cost for asphalt between the date of this contract and the day of the actual paving may be added to the contract. Client will be notified if there is an increase prior to the paving date, and additional cost will be added to the Client's final invoice. The contract price will be honored for thirty (30) days, except for increases in the cost of asphalt.**

**Caution: For a period of 24 months during warm temperatures, Contractor suggests avoiding static turns by vehicles on the surface (turning the steering wheel while stopped), as driveway is still sensitive to turns. Contractor is not responsible for tire scuffing. Areas that have been raked and spread with hand tools may have a different appearance and texture than that spread from a machine.**

**Permits and Fees: All permits and fees are the Clients responsibility.**

**Terms:** Terms are as stated above. If payment is not made in accordance with the above terms, the customer agrees to pay any collection, legal fees and interest for any unpaid balances. Interest will accrue at a rate of .66% per month from the date of completion. Terms of guarantee are contingent upon receipt of final payment.

PRICE is based on specifications and estimates as shown on the "Proposal & Agreement". Field measurements may be made when the job is completed and any changes of specifications, areas, tonnage, or gallonages will correspondingly change the completed price. One mobilization charge is included in price, unless stated on the "Proposal & Agreement". Additional mobilization charges will be at the rate set forth in agreed upon change order which is made part and parcel of these conditions and "Proposal & Agreement".

**Conditions:** The above prices, specifications and conditions are satisfactory and are hereby accepted. You are contracted to do the work as specified and the stated payment terms are acceptable. All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner in accordance to standard construction practices. Any deviation from this proposal or extra work will be executed only upon owner or owners agent orders and may become an extra charge over and above this agreement. All agreements are contingent upon delays beyond our control. Property owner to carry fire, tornado and any other necessary insurance. "IPC" shall not be liable for damage to adjoining concrete flat work by asphalt installation equipment during standard construction procedures. Proposal excludes the following unless otherwise stated in the proposal: Permits, Excavation, Staking, Material Testing, Sod Restoration & Landscaping, Manhole/Catch Basin/Gate Valve Adjustments or Repairs, Vegetation Removal, SAC/WAC Charges, Dewatering. You authorize IPC to perform a credit investigation and /or obtain credit reports from credit reporting agencies.

**Notice Of Lien: Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company is not paid for the contributions.**

Customer Initial \_\_\_\_\_ Date \_\_\_\_\_

Begin forwarded message:

**From:** Kent Historical Society <[kenthistoricalsociety@gmail.com](mailto:kenthistoricalsociety@gmail.com)>  
**Date:** September 29, 2018 at 6:13:13 PM EDT  
**To:** Maureen Fleming <[mfleming@townofkentny.gov](mailto:mfleming@townofkentny.gov)>  
**Subject:** Proposed book announcent

A resident of Lake Carmel is proposing a Book to Arcadia Publishing Company. This individual has enlisted the help of Kent Historical Society and it asking for help from the community. Primarily, it will show the original houses in Lake Carmel from the 1930's and 1940's, and the development of Lake Carmel, in the Town of Kent. Already included are many photos of the original houses. We are looking for a complete story of the area with additional photos of beaches and businesses, deli's, gas stations, markets, bars and stores from that era. If anyone has images of the farms that later became the lake please share them with us! Photos must have a name credit included. When the pictures have been chosen for the book the original will be needed.

The Kent Historical Society will be handling submissions until further notice. Items can be sent to: [kenthistoricalsociety@gmail.com](mailto:kenthistoricalsociety@gmail.com). FMI:845 225 2481, or Kent Historical Society, P.O. Box 123, Carmel, New York 10512



# Kent Historical Society

Preserving the Past in the Present for Our Future

A New York State Chartered, Tax-Exempt Society

P.O. Box 123 • Carmel, NY 10512

## Annual Benefit Tag Sale

The **Kent Historical Society** will be having it's **Annual Benefit Tag Sale** with lots of great deals and items again. Antiques, some tools, household items, clothing, artwork, frames, bicycles, Knick knacks, etc.. Some pics are posted . We won't be spreading things out till day of . Stop in and check us out, **October 6th, 9-3PM.** Rain date will be **Sunday, the 7th.** 1374 Route 52, Ludingtonville/Holmes, just off of Route 84. The Ludington Mill site. **If you have items to donate or would like to volunteer: [kenthistoricalsociety@gmail.com](mailto:kenthistoricalsociety@gmail.com), 845 225 4530, 845-225-9459 .**





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.

§ 53-8. Permit; fees.

- ~~A. Except as otherwise provided herein, the Town Clerk shall issue no more than seven food truck permits in any calendar year. There shall be no limit on the number of annual permits issued to qualifying veterans. No more than one permit shall be issued to any individual or qualifying business entity. The Town reserves the right to limit the number of food truck permits by resolution of the Town Board.~~
- 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.

§ 53-9. 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.

§ 53-10. 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.

§ 53-11. 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 2. This local law shall take effect immediately.