

**TOWN OF KENT  
TOWN BOARD MEETING  
Tuesday, September 14, 2021**

**Kent Police Department Swearing in Ceremony:** 7:00 p.m.

**Workshop/Meeting:**

1. Pledge of Allegiance
2. Roll Call
3. Discussion and/or Vote on the following:
  - a. Highway – purchase of new loader for 301 Garage, purchase of new backhoe for 311 Garage, auctioning of front loader and backhoe
  - b. Recreation – advertise for bids on Ryan's Park Parking Lot Project
  - c. Lake Carmel Park District – temporary Park Maintenance helper, advertise for temporary Park Maintenance Worker
  - d. Lake Tibet – contract for lake assessment services
  - e. Code Enforcer – contract to correct violations at TM# 33.82-1-51, TM# 22.49-1-16, TM# 12.-1-16 and TM# 33.27-1-16
  - f. East of Hudson Project – Rambler Road
  - g. Water District #1 – generator repairs
  - h. Town Hall Sprinkler System Repair
  - i. Municipal Repairs – advertise for temporary mechanic
  - j. Kent Climate Smart – Solarize Kent
  - k. Local Sales Tax Sharing
  - l. Kent E-Waste Day
  - m. Approval of Vouchers and Claims
4. Announcements
5. Public Comment

**Tamara Harrison**

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**From:** Richard Othmer  
**Sent:** Tuesday, August 10, 2021 7:56 AM  
**To:** Tamara Harrison  
**Cc:** Maureen Fleming; Municipal Repairs; Kent Highway; Lana Cappelli; Deputy1; Deputy2; Accountant  
**Subject:** September 14th Town Board Meeting

Can you please add me onto the September 14th Town Board meeting for approval to;

- auction off a 32 year old loader & a 12 year old backhoe.
- purchase of a new loader for the 301 Smokey Hollow Yard
- purchase of a new backhoe for the 311 Ludington Main-side yard.

Monies are included in bonding package, expected auction revenue return of \$70,000.00. Full back-up to be forwarded shortly.

Thanks;

Richie O





**Town of Kent Highway Department**  
Richard T. Othmer, Jr., Highway Superintendent  
62 Ludington Court  
Kent Lakes, New York 10512  
(845) 225-7172 Fax (845) 225-9464  
Email: [rothmer@townofkentny.gov](mailto:rothmer@townofkentny.gov)

## MEMORANDUM

**Date: August 10, 2021**

**To: Kent Town Board**

**From: Richard T Othmer Jr. Town of Kent Highway Superintendent**

**Subject: Auction off Loader & Backhoe / Purchase New Loader & Backhoe**

Honorable Members of the Board;

I respectfully seek approval for the following;

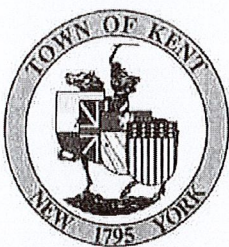
- Auction off 936E - 1990 CAT Loader Vin #33Z04597 on Auctions International to fetch best price. The machine is 32 years old, severely rusted, tired & not dependable for Highway use anymore, especially during snowstorms to load sanders when it is most needed. Estimated re-sale value \$20,000.00 - \$25,000.00.
- Auction off 430E - 2010 CAT Backhoe Vin # CAT0430EKRLN00415 on Auctions International to fetch best price. The machine is 12 years old but is the model not suited for our needs for productivity. It will retrieve high resale value at this time, as demand is high for used excavation equipment due to a nationwide shortage, a result of the COVID Pandemic. Estimated re-sale value \$40,000.00 - \$45,000.00.
- Purchase new 2021 - 926M CAT Wheel Loader off U.S. Government price list from H.O. Penn Company, Poughkeepsie, NY for \$169,270.00.
- Purchase new 2021 - 420XE CAT Backhoe / Loader off U.S. Government price list from H.O. Penn Company, Poughkeepsie, NY for \$128,100.00.

These purchases are covered within my budget allowance. Thank you for your attention to this request.

Sincerely;

Richard T Othmer Jr.





## MUNICIPAL REPAIRS

Nicholas Mancuso, Service Manager

62 Ludington Court

Kent Lakes, NY 10512

(845) 225-6612

[municipalrepairs@townofkentny.gov](mailto:municipalrepairs@townofkentny.gov)

Memo

Date: August 4, 2021

Subject: Highway Loader / Backhoe

Highway superintendent Richard Othmer,

After thorough review of Highway construction equipment inventory there are some recommendations I need to bring to your attention.

Town of Kent 301 side operates 1990 Cat 936E Loader VIN# 33Z04597 that is going on 32 years old. The machine has been patched over the years and is reaching the end of its service life. The roll over protection is showing signs of structural rot. I believe this is the best time to auction the machine while we can get a decent return. I have seen same like equipment bring in \$22,000.00. The winter is just around the corner.

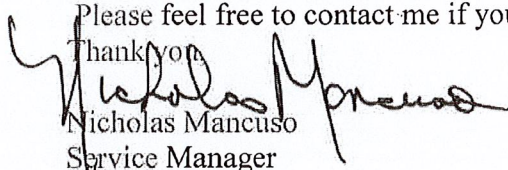
The 311 yard has a 2010 Cat Backhoe 430E VIN# CAT0430EKRLN00415. The machine is going on 12 years old and now it's outdated for the various jobs highway performs. The newer machines increase productivity where they act as an excavator and backhoe at the same time. Versatility.

The service life is coming to the end and there is a high demand for this equipment. We can get a substantial amount on auction or trade. Estimated \$40,000.00

I have searched governmental contracts that would be of great interest to the Town and look forward to going over them with you.

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

Thank you

  
Nicholas Mancuso  
Service Manager  
Town of Kent





# Cat®

## 420 XE

### BACKHOE LOADER

The Cat® 420 XE Backhoe Loaders delivers exceptional performance, increased fuel efficiency, superior hydraulic system, versatility and an updated operator station. The 420 XE feature the following:

- **Ergonomic Operator Station** – Adjustable Seat Mounted Controls improve ergonomics by increasing operator comfort and legroom. Operators have Loader and Backhoe Controls in the palm of their hands, whether they are facing the Loader, the Backhoe, or sitting off set for better visibility. The new Spring Applied Hydraulically Released (SAHR) Parking Brake is controlled by simply pressing a button.
- **Load Sensing Hydraulics** – The Cat Backhoe Loader's load sensing piston pump provides full hydraulic lifting and digging forces at any engine speed. Variable flow pump matches hydraulic power to work demands.
- **Machine Performance** – The Cat C3.6 engine delivers solid performance and meets U.S. EPA Tier 4 Final/EU Stage V emission standards by utilizing Selective Catalytic Reduction technology with a Diesel Oxidation Catalyst. The system allows the operator to disconnect the machine, even while the diesel exhaust fluid is being purged from the system.
- **Machine Versatility** – The all new Integrated Tool Carrier (IT Coupler) for Single Tilt Loader Arm configurations are available from the factory or for simple field installation. The Cat Backhoe Loader with Integrated Tool Carrier (IT Coupler) will be the most versatile machine on the job site providing quick connection to a variety of Cat Attachments.
- **Cat Attachments** – A large portfolio of Backhoe Loader Attachments, including but not limited to, Quick Couplers, Thumbs, assorted Buckets, and Brooms are available from the factory or for field installation. Cat Backhoe Loaders will be "Dirt Ready" upon delivery.
- **Powershift Transmission** – A Four Speed Powershift Transmission is standard to make shifting gears smooth and as simple as twisting the Powershuttle Lever.
- **Lift Performance** – The redesigned boom cylinder increases lift performance by 15%.

## Specifications

### Engine

Engine	C3.6 74.5 kW (100 hp) Electronic Turbo Intercooled	
Ratings at 2,200 rpm		
Gross Power SAE J1995	76 kW	102 hp
Gross Power ISO 14396	74 kW	100 hp
Net Power Rating at 2,200 rpm		
SAE J1349	68 kW	92 hp
ISO 9249	68 kW	91 hp
Net Peak Power Rating@ 1,800 rpm		
SAE J1349	79 kW	105 hp
ISO 9249	78 kW	105 hp
Dimensions		
Bore	98 mm	3.86 in
Stroke	120 mm	4.72 in
Displacement	3.6 L	220 in <sup>3</sup>
Torque Rise (net) at 1,400 rpm	47%	
SAE J1349 Net	436 N-m	322 lb-ft
Power Rating Conditions		
No de-rating required up to	3048 m	10,000 ft

- Engine meets Tier 4 Final/Stage V emission standards

### Weights\*

Operating Weight (estimated)	7834 kg	17,271 lb
Operating Weight (maximum) (ROPS capacity)	11 000 kg	24,251 lb
Operating Weight (minimum)	7384 kg	16,279 lb
Cab, ROPS/FOPS	145 kg	320 lb
Power-Shift Transmission	STD	
Ride Control	15 kg	33 lb
Air Conditioning	45 kg	99 lb
All-Wheel Drive	STD	
MP bucket (0.96 m <sup>3</sup> /1.25 yd <sup>3</sup> )		
with fold-over forks	915 kg	2,017 lb
without fold-over forks	745 kg	1,642 lb
Loader QC	245 kg	540 lb
Extendible Stick (excludes ft. counterweight)	270 kg	595 lb
Counterweights, base	115 kg	256 lb
Stackable, one	240 kg	529 lb
Maximum	460 kg	1,014 lb

\*Machine configuration: standard stick hoe, OROPS canopy, AWD power shift transmission, 0.96 m<sup>3</sup> (1.25 yd<sup>3</sup>) GP (General Purpose) loader bucket, 610 mm (24 in) standard duty hoe bucket, front 340/80-18 and rear 500/70-24 tires, 240 kg (530 lb) counterweight, 80 kg (176 lb) operator, full fuel tank.







August 6, 2021

TOWN OF KENT N.Y.-CENTRAL GARAGE  
82 LUDINGTON COURT  
CARMEL, New York 10512

Mr. Richard Othmer,

Thank you for this opportunity to quote Caterpillar products for your business needs. We are pleased to quote the following for your purchase consideration.

One (1) New Caterpillar Inc. Model: 420-07XE Backhoe Loader with all standard equipment in addition to the additional specifications listed below:

**STOCK NUMBER:** CY518

**SERIAL NUMBER:** TBD - ON ORDER FROM FACTORY

**YEAR:** 2021

**SMU:** TBD

We appreciate your interest in H.O. Penn Machinery Co. Inc. and Caterpillar products for your business needs. This quotation is valid for 30 days, and is subject to prior sale. If there are any questions, please do not hesitate to contact me.

Regards,

*John Haverkamp*

John Haverkamp  
Machine Sales Representative  
jhaverkamp@hopenn.com  
(845) 206-2558

**One (1) New Caterpillar Inc. Model: 420-07XE Backhoe Loader with all standard equipment in addition to the additional specifications listed below:**

#### **STANDARD EQUIPMENT**

**BOOMS, STICKS, AND LINKAGES** -BACKHOE -- 14'4" Center pivot backhoe -4.3 Meters -- Boom and swing transport locks -- Pilot operated backhoe and -electro hydraulic stabilizer controls -- Street type stabilizer shoes -- Anti-drift hydraulics (boom, stick, -and E-stick) -- Cat Cushion Swing(tm) system -LOADER -- Single Tilt Loader -- Lift cylinder brace -- Self-leveling loader with single -lever control -- Return-to-dig -(automatic bucket positioner) -- Transmission neutralizer switch -- Bucket level indicator -

**POWERTRAIN** -- Water separator -- Thermal starting aid system -- Dry type axial seal air cleaner with -integral precleaner -- Automatic dust ejection system -- Filter condition indicator -- Hydraulically boosted multi-plate -wet disk brake with dual pedals & -interlock -- Differential lock -- Torque converter -- Transmission-four speed manual shift -- Neutral safety switch -- Spin-on filters for -Fuel -Engine oil -Transmission oil -- Outboard Planetary Rear Axles -- Diesel particulate filter -- Hydrostatic power steering

**HYDRAULICS** -- Pilot hoe and mechanical loader -controls -- Load sensing, variable flow system -with 43 gpm (162 L/min) axial piston -pump -- 6 micron hydraulic filter -- Caterpillar XT-3 hose -- Hydraulic oil cooler -- Pilot control shutoff switch -- Flow-sharing hydraulic valves -- Hydraulic suction strainer -

**ELECTRICAL** -- 12 volt electrical start -- Horn, front and rear -- Backup alarm -- Hazard flashers/turn signals -- Halogen head lights (2) -- Halogen rear flood lights (2) -- Stop and tail lights -- Audible system fault alarm -- Key start/stop system -- 850 CCA maintenance free battery -- Battery disconnect switch -- External Power Receptacle (12v) -- Diagnostic ports for engine and -machine Electronic Control Modules

**OPERATOR ENVIRONMENT** -- Interior rearview mirror -- ROPS canopy, Rear Fenders -- 2-inch (50mm) retractable seat belt -- Tilt steering column -- Steering knob -- Hand and foot throttle -- Automatic Engine Speed Control -- One Touch Low Idle -- Floor mat and Coat Strap -- Lockable storage area -- Air suspension seat -

**FLUIDS** -- Antifreeze - Extended Life Coolant --20F (-30C)

**OTHER STANDARD EQUIPMENT** -- Standard Storage Box -- Transport tie-down points -- Ground line fill fuel tank with -42.3 gal (160L) capacity & 5 gal (19L) -diesel exhaust fluid -- Rubber impact strips on radiator -guard -- Safety Manual -- Operations and Maintenance Manual -- Lockable hood -- Tire Valve Stem Protection -

#### **MACHINE SPECIFICATIONS**

420 XE 07A BACKHOE LOADER CFG1	563-5593
STICK, EXTENDABLE, 14FT	543-4284
ENGINE, 74.5KW, C3.6 DITA, T4F	541-9540
HYD, MP, 6FCN/8BNK, EH, QC	542-7775
LOADER, ST, PL, QUICK COUPLER	529-5931
CAB, DELUXE	544-0883
DISPLAY, TOUCH SCREEN	545-5048
WORKLIGHTS (8) HALOGEN LAMPS	491-6734
SEAT, DELUXE FABRIC	558-9623
BELT, SEAT, 2" SUSPENSION	206-1747
AIR CONDITIONER, T4F	542-7810
PRODUCT LINK, CELLULAR, PLE643	560-6797



TIRES, 340 80-18/500 70-24, MX	533-0488
COUNTERWEIGHT, 1015 LBS	337-9696
STABILIZER PADS, FLIP-OVER	9R-6007
BUCKET-MP, 1.4 YD3, IT	216-8840
CUTTING EDGE, TWO PIECE, WIDE	9R-5320
RIDE CONTROL	551-6453
COUPLING, QD, THREADED WITH CAPS	456-3390
LINES, COMBINED AUX, E-STICK	548-1231
BEACON, MAGNETIC MOUNT	211-4292
RADIO, FM BLUETOOTH	540-2298
USB POWER PORT	553-5854
COLD WEATHER PACKAGE, 120V	551-6940
PLATE GROUP - BOOM WEAR	423-7607
GUARD, STABILIZER	353-1389
PT, 4WD/2WS, POWERSHIFT	544-1068
AUTO-UP STABILIZERS	567-5090
KIT, FENDER, FRONT	586-8064
BUCKET-HD, 24", 6.2 FT3	219-3387
WERK BRAU, HYD TILT/SWINGER COUPLER WITH MANUAL COUPLING	TS080-5197

**WARRANTY & COVERAGE**

Standard Warranty:	12 Months Full Machine
Extended Coverage:	36 month or 3,000 hour, whichever occurs first, powertrain, hydraulics and technology warranty.
CSA	36 month Vision Link Essentials Subscription

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SELL PRICE	\$128,100.00
NET BALANCE DUE	\$128,100.00
AFTER TAX BALANCE	\$128,100.00

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**F.O.B./TERMS:**  
Kent Lakes, NY

PAYMENT TERMS

Cash Invoice Terms

CASH WITH ORDER

\$128,100.00

QUOTE SELL PRICE

\$128,100.00

Accepted by \_\_\_\_\_ on \_\_\_\_\_

\_\_\_\_\_  
Signature



# 926M, 930M, 938M

Wheel Loaders



	926M	930M	938M
<b>Engine Model*</b>	Cat® C7.1 ACERT™	Cat C7.1 ACERT	Cat C7.1 ACERT
<b>Maximum Rated Gross Power:</b>			
ISO 14396	114 kW (153 hp)	122 kW (164 hp)	140 kW (188 hp)
ISO 14396 (DIN)	114 kW (155 hp)	122 kW (166 hp)	140 kW (190 hp)
<b>Bucket Capacity</b>	1.9-5.0 m³ (2.5-6.5 yd³)	2.1-5.0 m³ (2.7-6.5 yd³)	2.5-5.0 m³ (3.3-6.5 yd³)
<b>Full Turn Tip Load</b>	7524 kg (16,587 lb)	8469 kg (18,670 lb)	10 028 kg (22,107 lb)
<b>Operating Weight</b>	13 050 kg (28,770 lb)	14 007 kg (30,879 lb)	16 427 kg (36,216 lb)

\*Engine meets U.S. EPA Tier 4 Final/EU Stage IV emission standards.





August 13, 2021

TOWN OF KENT N.Y.-CENTRAL GARAGE  
62 LUDINGTON COURT  
CARMEL, New York 10512

Mr. Richard Othmer,

Thank you for this opportunity to quote Caterpillar products for your business needs. We are pleased to quote the following for your purchase consideration.

One (1) New Caterpillar Inc. Model: 926M Wheel Loader with all standard equipment in addition to the additional specifications listed below:

**STOCK NUMBER: TBD**      **SERIAL NUMBER: TBD - ON ORDER FROM FACTORY**      **YEAR: 2022**      **SMU: TBD**

We appreciate your interest in H.O. Penn Machinery Co. Inc. and Caterpillar products for your business needs. This quotation is valid for 30 days, and is subject to prior sale. If there are any questions, please do not hesitate to contact me.

Regards,

*John Haverkamp*

John Haverkamp  
Machine Sales Representative  
jhaverkamp@hopenn.com  
(845) 206-2558



**One (1) New Caterpillar Inc. Model: 926M Wheel Loader with all standard equipment in addition to the additional specifications listed below:**

#### **STANDARD EQUIPMENT**

**POWERTRAIN** --Rimpull control, adjust wheel torque --Creeper control, adjust ground speed -Lubed for life driveshafts -Parking brake, electric -Single plane cooling package wide 6 fins -per inch density -S-O-S port,engine,coolant,transmission -oil

**HYDRAULICS** -Automatic lift and bucket kickouts, -adjustable in-cab -Bucket and Fork Modes, adjustable in-cab -Cylinder damping at kickout and -mechanical end stops -Fine Mode control (Fast, Medium, Slow) -in Fork Mode -Hydraulic Response setting (Fast, -Medium, Slow) -Hydraulic diagnostic connectors and -S-O-S ports -Hydraulic sight gauge, visible -Load sensing hydraulics and steering -Seat mounted hydraulic joystick controls

**ELECTRICAL** -Alternator, 115-amp, heavy duty -12V power supply in cab (2) -Batteries, 1,000 CCA (2) 24 volt system, -disconnect switch -Back up alarm -Emergency shutdown switch -Halogen work lights front and rear, LED -rear stop and turn lights -Heavy duty gear reduction starter -Product Link PRO w/3 year subscription -Remote jump start post -

**POWERTRAIN** -Medium, Slow) --Directional Shift Agressiveness (Fast, -Ice) --Operator Modes (Default, TC, Hystat and -control -Hydrostatic transmission with electronic -Hydraulically driven demand cooling fan -Fuel water separator -Fuel priming pump, automatic -Enclosed wet disc full hydraulic brakes -Dry type air cleaner -Differential lock in front axle -Coolant protection to -34C (-29F) --Selective Catalyst Reduction --Diesel particulate filter --Filtered crankcase breather --Turbocharged and aftercooled --Tier 4 Final/Stage IV compliant --Power by Range (High Power in Range 4) --Power Modes (Standard and Performance) -Cat C7.1ACERT engine -Auto Idle shut down feature -Axle seal guards -

**ELECTRICAL** -Resettable main and critical function -breakers -Roading lights front and rear -

**OPERATOR ENVIRONMENT** -75 mm (3 in) retractable seatbelt -Automatic temperature control -Cab, enclosed ROPS/FOPS pressurized -and sound suppressed -Cup holders -External heated mirrors with lower -parabolic -Ground level cab door release -Gauges --Digital hour meter, odometer and -tachometer --Digital ground speedometer and -direction indicator --Engine coolant temperature gauge --Fuel and Diesel Exhaust Fluid level -indicator --Hydraulic oil temperature gauge -Hydraulic control lockout -Interior cab lighting, door and dome -Interior rearview mirrors (2) -Lunch box storage -Operator warning system indicators -Radio ready speakers -Rear window defrost, electric -Seat mounted electronic implement -controls, adjustable -Sliding glass on the side windows -Column mounted multi function control --lights, wipers, turn signal -Suspension seat, fabric -Tilt and telescope steering wheel -Tinted front glass -Wet arm wiper/washer, 2-speed and -intermittent, front -Wet arm wiper washer, rear -

**OTHER STANDARD EQUIPMENT** -Large-access enclosure doors with -adjustable close/open force -Parallel lift loader linkage -Recovery hitch with pin -Remote mounted lubrication points -Vandalism protection- -lockable compartments -

#### **MACHINE SPECIFICATIONS**

926M WHEEL LOADER	541-2670
STEERING, STANDARD	430-2996
FENDERS, STANDARD	366-8148
COUNTERWEIGHT, STANDARD	348-2579
RIDE CONTROL	430-2859
GUARD, CRANKCASE	349-8163
GUARD, DRIVESHAFT	349-7940
BUCKET-GENERAL PURPOSE, 2.5 YD3, FUS	345-2418
CUTTING EDGE, BOLT ON(4 PIECE)	8E-4566
WEATHER, STANDARD	454-0609



LIGHTS, STD HALOGEN	488-1112
RADIO, BLUETOOTH, AUX, MIC	372-1868
ENVIRONMENT, STANDARD	536-5320
SEAT, DELUXE	563-5967
JUMPER LINES, AUX 3RD, FUSION	445-4725
LINES, AUX 3RD, STD LIFT	530-1623
LIGHTS, ROADING, HALOGEN, RH	541-3066
QUICK COUPLER, FUSION	536-5313
PRODUCT LINK, CELLULAR PL641	565-0908
CAB, DELUXE	549-0451
TIRES, 20.5R25 MX XHA2 * L3	366-6880
HYDRAULICS, 3V, CPLR READY, SL	541-3073
DIFFERENTIAL, OPEN REAR	333-6529
ENGINE	527-0422
HYDRAULICS, STANDARD, SL	536-5281
BUCKET-MP, 2.7 YD3, FUS	362-0902

**WARRANTY & COVERAGE**

Standard Warranty:	12 Months Full Machine
Extended Coverage:	36 month or 3,000 hour, whichever occurs first, powertrain, hydraulics and technology warranty.
CSA	36 month Vision Link Essentials Subscription

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SELL PRICE	\$177,950.00
<b>NET BALANCE DUE</b>	<b>\$177,950.00</b>
<b>AFTER TAX BALANCE</b>	<b>\$177,950.00</b>

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**F.O.B/TERMS:**  
Kent Lakes, NY

**PAYMENT TERMS**Cash Invoice Terms

CASH WITH ORDER	QUOTE SELL PRICE
\$177,950.00	\$177,950.00

Accepted by \_\_\_\_\_ on \_\_\_\_\_

**Tamara Harrison**

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**From:** Recreation  
**Sent:** Sunday, September 05, 2021 1:41 PM  
**To:** Maureen Fleming  
**Cc:** Tamara Harrison; Christopher Ruthven; William Huestis; Jamie McGlasson; Paul Denbaum  
**Subject:** Ryan's Park Parking Lot Project  
**Attachments:** PP-1-01.pdf; 210806JK.pdf; Core Report Ryans Park.docx

Maureen,

As per my discussion with the board in the spring and the subsequent approval of a contract with Insite Engineering for design services, attached please find Insite's plan for our parking lot improvement project at Edward Ryan Memorial Park. The total cost of this project, as per Insite's estimates, will exceed \$500,000 (this includes the augmented entrance to the park and the addition of parking on the top level of the park), thus it is my request that for this year we focus on phases 1 and 2 of the plan which call for the reclamation and repaving of the lower lot and the Field 1 lot, which is the first lot to your right as you enter the Ryan's Park.

With that said I would like to ask that, at your next Town Board Meeting on 9/14/2021, the board grant us permission to go out to bid on this project on September 20th with a deadline and big opening of ~~Oct.~~ 1st.

Along with the plan, Insite also sent over further engineering services, bidding services and supervisory services throughout the duration of the phase 1 & 2 process. Chris Kehoe spoke to highway about this proposal and given their experiences with reclamation/paving they felt that we could move forward with this part of the project without the additional services of Insite, so I am not recommending we accept that contract. Nonetheless I do have it on hand if anyone would like to take a look at it.

Thank you and please let me know if you require anything further.

Jared





August 6, 2021

Town of Kent Parks and Recreation Department  
Jared Kuczenski, Director  
25 Sybil's Crossing  
Kent Lakes, NY 10512

RE: Ryan Park Parking Lot Pavement Rehabilitation Study

Dear Mr. Kuczenski:

As requested, Insite has prepared a conceptual plan and cost estimate for the rehabilitation of the parking lots at Edward Ryan Memorial Park. Based on our discussions and the funding available, we have broken the study down into four separate phases. The following is a list of the proposed phases:

Phase Description	
Phase 1a & 1b	<i>Includes the replacement of existing asphalt in the lower parking lot adjacent to the picnic area; and supplementing the existing asphalt millings parking area adjacent to the stream.</i>
Phase 2	<i>Includes the replacement of existing asphalt in the northern parking lot above the northern ballfield.</i>
Phase 3	<i>Includes the expansion, reconfiguration, and restriping of the existing parking lot to increase efficiency and maneuverability, in addition to the replacement of existing asphalt in that area.</i>
Phase 4	<i>Includes the elimination of easternly driveway; regrading of the westerly driveway where it connects to the driveway leading to the upper parking lot and tennis courts; and replacement of existing asphalt in that area.</i>

As part of the study, we had the existing asphalt core drilled in several locations. The results of the cores are broken out in a report by Intercounty County Paving, who conducted the drilling. A copy of their findings is enclosed. As expected, the existing pavement sections throughout the park parking lots and driveways is substandard. Asphalt pavement thicknesses and subbase (item 4/gravel) are less than industry standard or non-existent. Paving directly over the existing pavement is not recommended, since the useful life of the pavement overlay will be substantially diminished.

Insite has created cost estimates for future planning and budgeting. These estimates are conceptual in nature and are based on our previous experience with similar projects. The construction of the phases of work proposed in the attached plan will need further engineering and design prior to construction. Included in the estimate for each phase is a 25% contingency to account for any unforeseen conditions, including the excavation and replacement of any unsuitable subbase material.



Two options were assessed for the conceptual cost estimate. The first is the conventional pavement rehabilitation, that includes excavation and removal of existing asphalt pavement, and the installation of new subbase and asphalt pavement. A second option is also provided that involves cold milling the existing asphalt and subbase in place to be used as future subbase, and the installation of new asphalt pavement over the processed material. This second option was provided because it is less expensive than conventional pavement rehabilitation.

Incidental components of each phase are also included in the estimated costs below. Incidentals include grading, guiderail, pavement striping, etc.

Engineer's Estimated Cost of Asphalt Installation		
Phase	<i>Option 1: Existing asphalt is removed. New asphalt and subbase material is installed.</i>	<i>Option 2: Existing asphalt is cold reclaimed in place as base material and a new asphalt surface is installed.</i>
1 <sup>(1)</sup>	\$240,000	\$160,000
2	\$100,000	\$65,000
3	\$300,000	\$200,000
4	\$75,000	\$60,000
Subtotal	\$715,000	\$485,000
Soft Costs	\$75,000	\$75,000
<b>Grand Total</b>	<b>\$790,000</b>	<b>\$560,000</b>

<sup>(1)</sup> Phase 1 includes both phase 1a and 1b as show in the plan.

If you have any questions or comments regarding this information, please feel free to contact our office.

Very truly yours,

INSITE ENGINEERING, SURVEYING & LANDSCAPE ARCHITECTURE, P.C.

By: \_\_\_\_\_

John M. Watson, PE  
Senior Principal Engineer

JMW/adt

cc: File

Insite File No. 21105.100





## Asphalt Core Testing Results

**Date of Sample:** 03/15/202

**Location:** Ryan Park, Carmel NY

### Executive Summary

This report summarizes our study and provides recommendations for the pavement rehabilitation of St. Andrews HOA, Hastings on Hudson.

This Study is summarized in four parts:

- Part 1:** Recommendation for the rehabilitation of the pavement areas
- Part 2:** Core Testing results including layer depths, descriptions, and a drainage evaluation for each core taken
- Part 3:** A map showing where the samples were taken.

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### Part 1. Our Recommendation

- Existing pavement in the parking lot ranged from 1.5"-4.25" in overall thickness.
- The bond between layers was not good.
- The Sub-base material that was found was a sandy item 4 mix with small gravel stones in it.

**Recommendation:** For this property we would recommend a "Reclaim & Pave". We would recommend a company to reclaim the existing material, grade it and compact it. Next the company would install 2.5" of NYS Type 3 binder after compaction, then an 1.5" lift of 6F Top course after compaction. Before the asphalt is installed we would recommend inspecting the sub base material for soft areas as some claw was found in the core testing. If any sub base is unstable we recommend digging it out 18" installing stabilization fabric and then 18" of NYS DOT before paving.





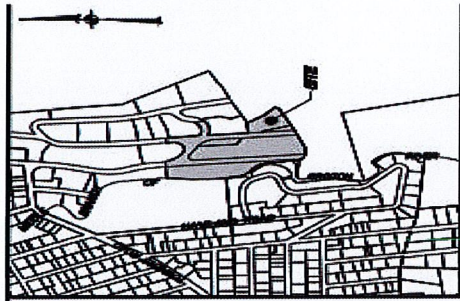
## Part 2. Sample Results

**Date of Sample:** 03/15/2021 **Location:** Ryan Park, Carmel NY

Location	Top Course	Binder	Total Depth	Sub Base	Sub Soil	Drainage Evaluation	Bond of Layers
<b>C1</b>	1.75"	2.0"	3.75"	3"	3"+	Not Draining	Good
<b>C2</b>	2"	0"	2 "	3"	5"	Not Draining	Not Good
<b>C3</b>	2.25"	0"	2.25"	4"	7"	Not Draining	Not Good
<b>C4</b>	1.25"	2.75"	4"	2"	3"+	Not Draining	Not Good
<b>C5</b>	1.75"	2.5"	4.25"	4"	4"+	Not Draining	Not Good
<b>C6</b>	2"	0"	2"	5"	4"+	Not Draining	Not Good
<b>C7</b>	1.5"	0"	1.5"	5"	6"+	Not Draining	One Layer
<b>C8</b>	2"	0"	2"	6"	4"+	Not Draining	One Layer
<b>C9</b>	2"	0"	2"	6"	4"+	Not Draining	One Layer
<b>C10</b>	4 "	0"	4"	5"	4"	Not Draining	One Layer
<b>C11</b>	3"	0"	3"	5"	4"	Not Draining	One Layer
<b>C12</b>	3"	0"	3"	6"	3"+	Not Draining	One Layer



## Part 3. Core Locations



LOCATION MAP  
SCALE: 1" = 1,000'

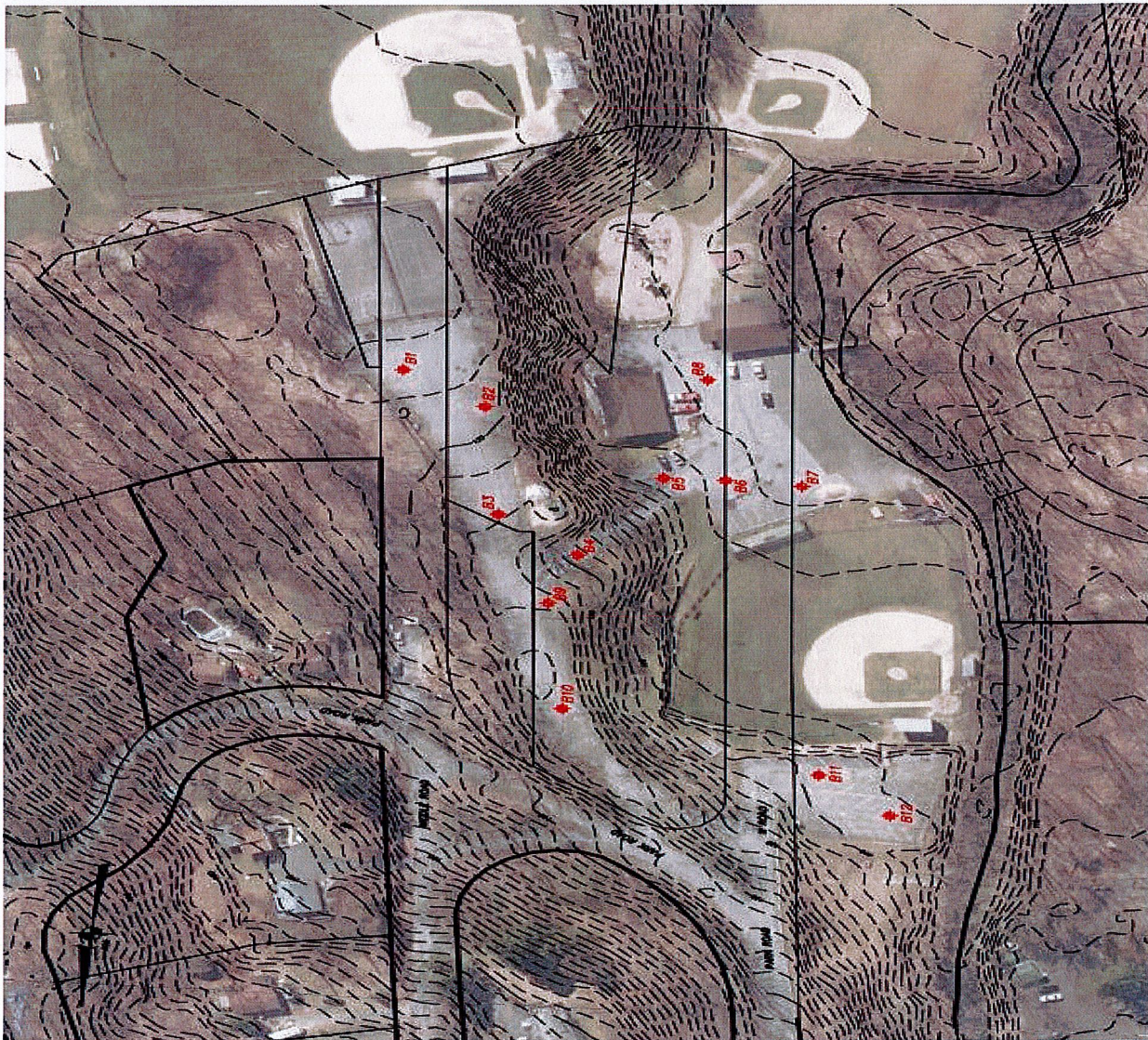
**GENERAL NOTES:**

1. Orthoimagery taken from NYS GIS Clearinghouse, dated 2016.
2. Property lines taken from Town of Kent Digital Tax Maps.
3. Topography taken from Pulham County GIS.

**LEGEND**

✚ B1 PROPOSED BORING LOCATION

NOTE: Proposed boring locations are general and should be done in areas where the asphalt is failing









**Tamara Harrison**

---

**From:** Lake Carmel Parks Clerk  
**Sent:** Wednesday, September 08, 2021 10:26 AM  
**To:** Maureen Fleming  
**Cc:** Tamara Harrison  
**Subject:** Lake Carmel Parks Maintenance Worker Temporary Hire  
**Attachments:** DOC090221-09022021114901.pdf

**Importance:** High

Attached please find Joseph Ilacqua's employment application for the Lake Carmel Park District temporary park maintenance position. Frank would like to hire Joseph Ilacqua to fill the position for the fall season at a rate of \$15/hr. beginning immediately.

Regards,

**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](mailto:lcpdclerk@townofkentny.gov)

[www.townofkentny.gov/lcpd\\_home.htm](http://www.townofkentny.gov/lcpd_home.htm)

**Tamara Harrison**

---

**From:** Lake Tibet Park Association <laketibetny@gmail.com>  
**Sent:** Monday, August 02, 2021 9:31 PM  
**To:** Maureen Fleming; Tamara Harrison  
**Cc:** Dorian D'Ausilio  
**Subject:** Fwd: Lake Tibet - NEAR Services  
**Attachments:** Tibet Proposal 5-13-21.pdf  
  
**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

**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 and Tamara,

I am following up on Lake Tibet's request to contract with NEAR for lake assessment services (see email thread below and attachment). We requested proposals from three vendors (NEAR, Princeton Hydro, and Aquatic Services); however, NEAR was the only vendor to respond.

Could you please put this item on the agenda for the next meeting?

Thank you,  
Liz Baird

*Advisory Committee*

*Lake Tibet - Park District #2, Town of Kent, Putnam Co., New York*  
[laketibetny.blogspot.com](http://laketibetny.blogspot.com)

----- Forwarded message -----

From: **Lake Tibet Park Association** <[laketibetny@gmail.com](mailto:laketibetny@gmail.com)>

Date: Tue, May 18, 2021 at 9:00 PM

Subject: Fwd: Lake Tibet - NEAR Services

To: Maureen Fleming <[m...@...](mailto:m...@...)>, Tamara Harris

Cc: Dorian D'Ausilio <[d...@...](mailto:d...@...)>, Vivian Gufarot

Hi Maureen and Tamara,





## Northeast Aquatic Research, LLC

Alejandro Reyes  
67 North Shore Road  
Putnam Valley, NY 10579  
May 13<sup>th</sup>, 2021



TO: Lake Tibet

ATTN: Vivian Gufarotti, Liz Baird

FROM: Alejandro Reyes

**RE: Proposal for 2021 monitoring of Lake Tibet**

### Synopsis of Project Scope

#### **Task 1: Drone survey**

NEAR will conduct a drone survey of the entire lake, with the goal being to document the effectiveness of ongoing hydroraking efforts. The survey will take place over one day, flying the entire area of the lake. NEAR will conduct one survey in September to capture late season plant growth.

#### **Task 2: September submersed aquatic plant survey**

NEAR will conduct a September sampling of submersed aquatic plants to continue to examine the effectiveness of the grass carp stocking in early 2019. The drone survey is most effective for floating leaved plants, so we are suggesting a supplemental sampling of submersed plants most affected by grass carp herbivory. A subset of points from 2019 in open water areas will be sampled using a combination of rake tosses and visual inspection.

#### **Task 3: Data summary/end of year meeting**

NEAR will compile all data collected from the 2021 field season and present this to the lake Tibet board during a winter/spring meeting. Copies of figures and pictures will be provided to members along with recommendations for the 2021 season.

#### **Project Cost:**

The total project cost for 2021 is **\$5,500**. Please see the table below for a cost breakdown:

Task Number & Description		Cost
1	One september drone survey	\$1,500
2	September submersed plant sampling	\$1,500
3	Data summary/end of year meeting	\$2,500
<b>Total 2021 Project Budget</b>		<b>\$5,500</b>

#### **Consulting Costs:**

NEAR has allocated up to 3 hours of consultation into the above proposal, which allows for the Lake Tibet Park District to ask questions and receive lake advice during the study period. Consultation counted toward the hours include the following:



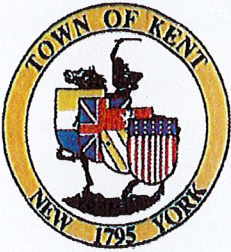
- ☐ Conference calls/in person meetings (in addition to year end meeting to provide updates on lake monitoring work.
- ☐ Interim progress reports
- ☐ Email requests requiring literature searches or extensive data reviews
- ☐ Evaluation of proposals from contractors looking to work with the pond
- ☐ Technical assistance with grant writing
- ☐ Planning of hydroraking operations
- ☐ Technical support with CSLAP program
- ☐ Emergency site visit

Additional consulting time must be billed at \$120 per hour.

We look forward to our continued involvement with the Lake Tibet Park District. If you have any questions, please call my cell phone (845-661-0824), or use email [northeastaquaticresearch@gmail.com](mailto:northeastaquaticresearch@gmail.com).

Sincerely,  
Alejandro Reyes  
Aquatic Ecologist and Certified Lake Manager  
Northeast Aquatic Research, LLC





## **CODE ENFORCEMENT**

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

**September 7, 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:**

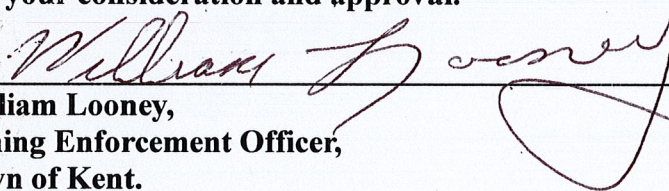
**34 Lottie road:  
73 Hamilton Drive:  
1072 N. Horsepound Road:**

**The following proposals have been submitted:**

**Jb Bennett Affordable Lawn Care: Total \$375.00  
Dirt and Demo Service did not submit a bid:  
Rhona Landscaping did not submit a bid.**

**Notices of Violation and bids are enclosed.**

**For your consideration and approval.**

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



## **BIDDING PROPOSALS**

**JAMES K. BENNETT  
J.B. AFFORDABLE LAWN CARE  
3 MOUNTAIN VIEW KNOLLS, APT A  
FISHKILL, N.Y. 12524**

**SEPTEMBER 07, 2021**

**TO WILLIAM LOONEY, ZONING ENFORCEMENT OFFICER, TOWN OF  
KENT, PUTNAM COUNTY, NEW YORK.**

**PLEASE ACCEPT THE FOLLOWING PROPOSALS TO CORRECT THE  
OVERGROWTH OF GRASS AND OR BRUSH AT THE FOLLOWING  
LOCATIONS AT THE INDICATED RATES.**

<b>34 LOTTIE ROAD</b>	<b>\$100.00</b>
<b>73 HAMILTON DRIVE</b>	<b>\$100.00</b>
<b>1072 N. HORSEPOUND ROAD</b>	<b>\$175.00</b>

**THANK YOU FOR YOUR BUSINESS,**

**JAMES BENNETT**

**OWNER**





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

**Location:** 34 Lottie Rd Kent, NY

**Map NO:** 33.82-1-51

**Date:** 8/3/2021

**TO:**

Valerie Tierney  
34 Lottie Rd.  
carmel, NY 10512

**PLEASE TAKE NOTICE: THERE EXISTS A VIOLATION OF:**

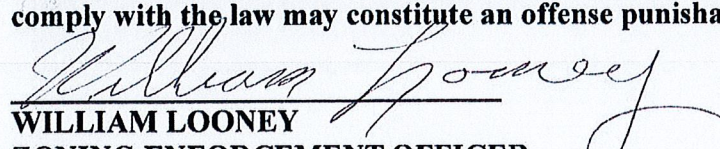
**Town of Kent Municipal Code\Chapter 55a-Property Maintenance Code\Section 11 Subs B-1-B Nuisances**

**at premises hereinafter described in that:**

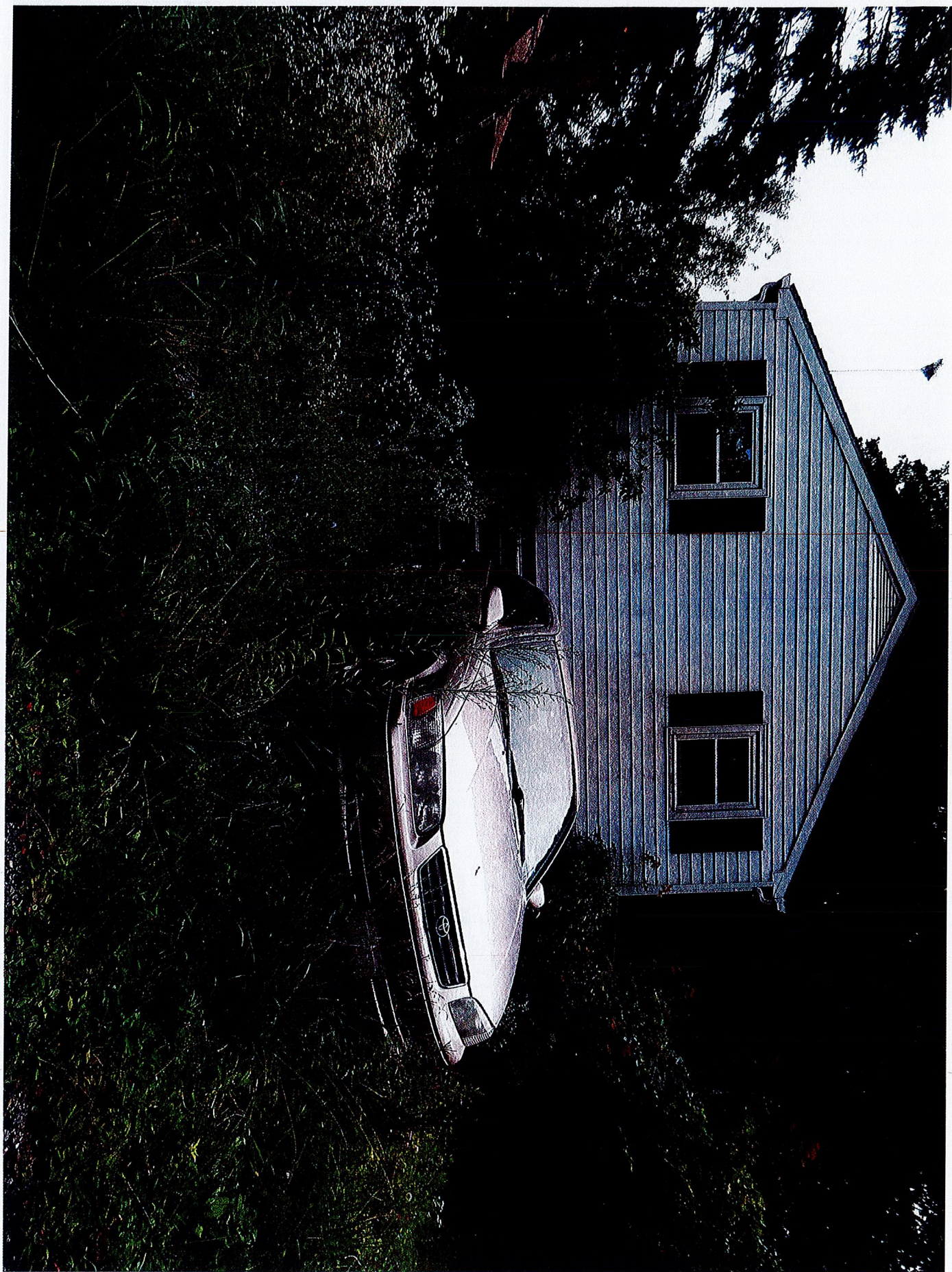
**GRASS/BRUSH: OWNER/AGENT HAS FAILED TO MAINTAIN SITE FREE OF EXCESS WEED/GRASS/BRUSH GROWTH.**

**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:** 73 Hamilton Dr Kent, NY

**Map NO:** 22.49-1-16

**Date:** 7/28/2021

**TO:**

**Joseph Puggioni  
73 Hamilton Dr  
Carmel, NY 10512**

**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.**

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**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:** 1072 North Horsepound Rd Kent, NY 10512

**Map NO:** 12.-1-16

**Date:** 8/11/2021

**TO:**

George Lanfranchi  
PO BOX 202  
Carmel, NY 10512

**PLEASE TAKE NOTICE: THERE EXISTS A VIOLATION OF:**

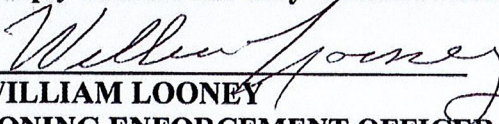
Town of Kent Municipal Code\Chapter 55a-Property Maintenance Code\Section 11 Subs B-1-B Nuisances

**at premises hereinafter described in that:**

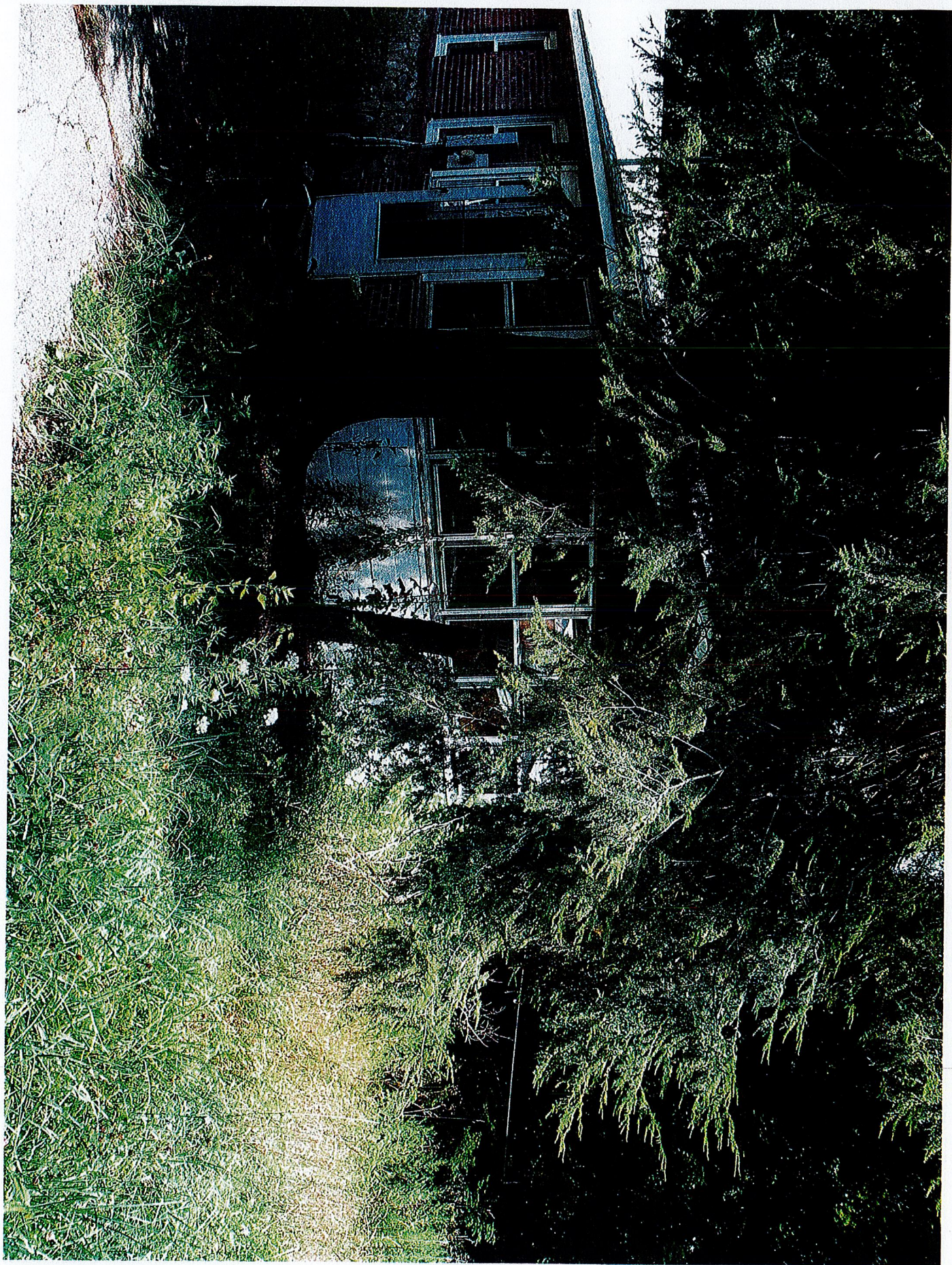
**GRASS/BRUSH: OWNER/AGENT HAS FAILED TO MAINTAIN SITE FREE OF EXCESS WEED/GRASS/BRUSH GROWTH.**

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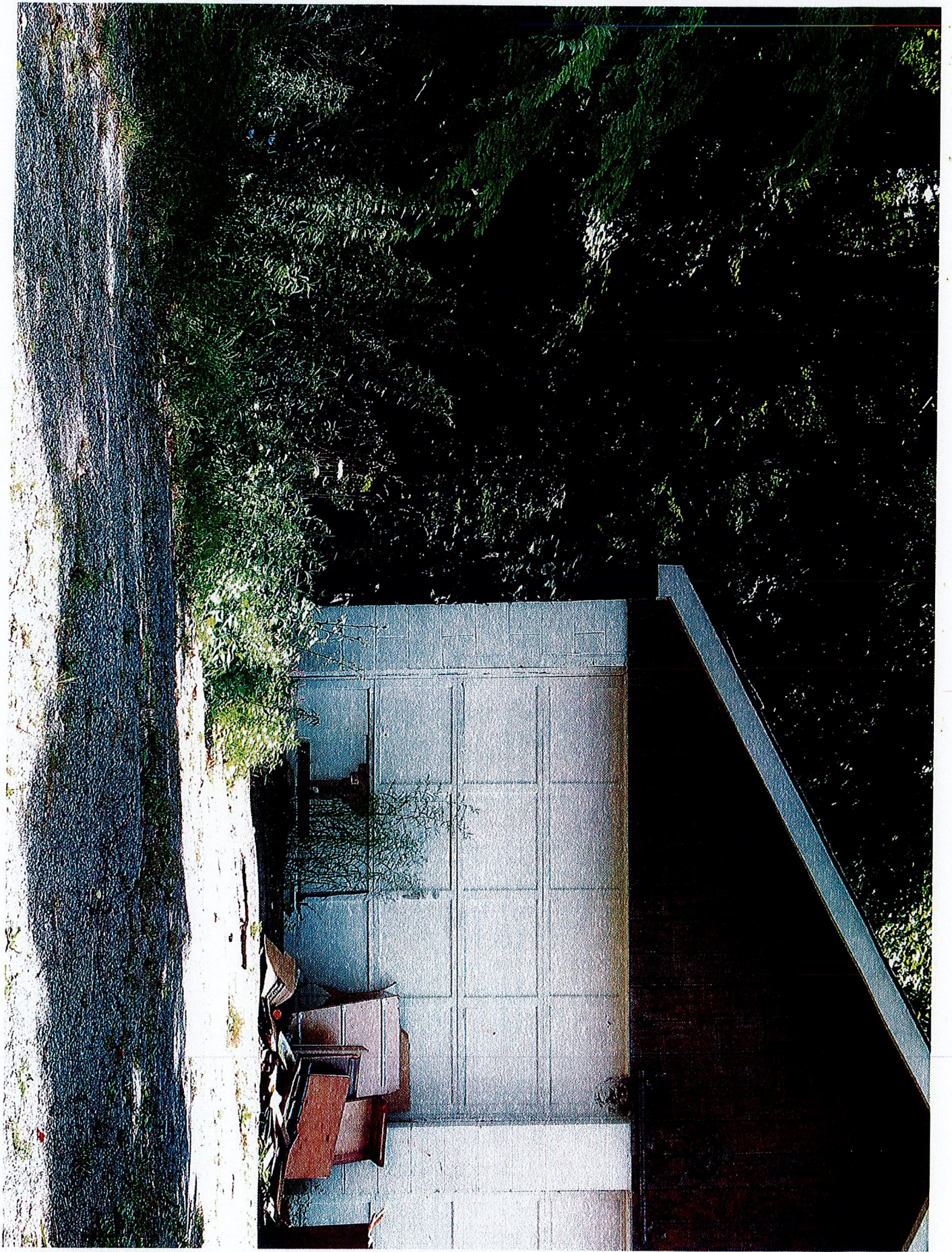
**YOU ARE THEREFORE DIRECTED AND ORDERED to comply with the law and remedy the conditions above mentioned. Failure to remedy the conditions aforesaid and to comply with the law may constitute an offense punishable by fine or imprisonment or both.**

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

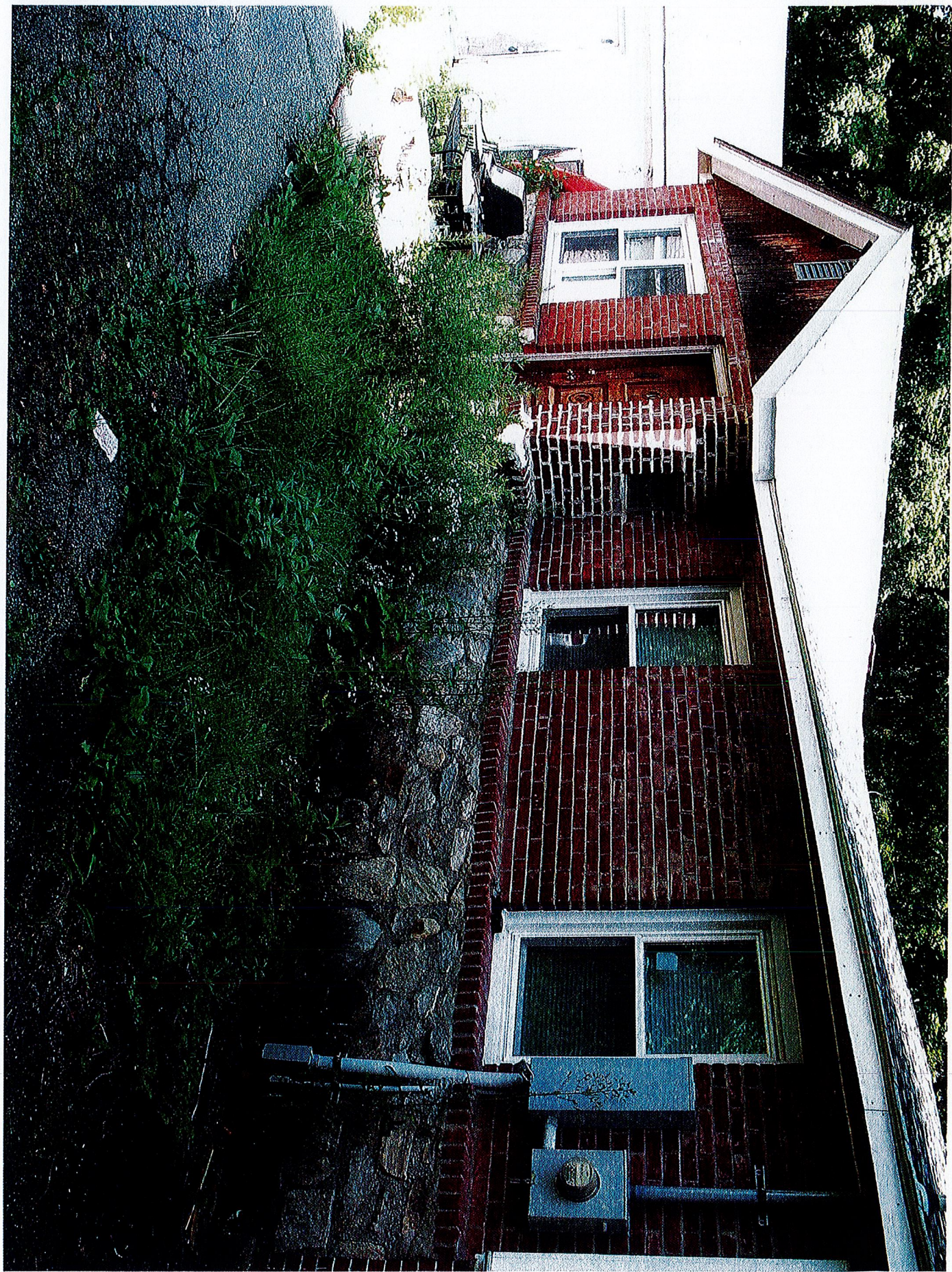
















Office (845) 306-5595

Fax (845) 225-5130

Email: [ceovacant@townofkentny.gov](mailto:ceovacant@townofkentny.gov)

Sept. 13<sup>th</sup>, 2021

To: The Town Board of Kent  
From: Jack Keher C.E.O. of Vacant Buildings  
Re: 109 Terry Hill RD

TM.# 33.27-1-16

This letter is to inform you that the above property is vacant and in poor condition. The property owner Mr. Terry Rose passed away on June 05, 2012 and his estate is insolvent with no other contacts available. Numerous letters and violation orders have been sent to the last available address which is a P.O. Box in Carmel's Post Office, all of which have been returned unopened and with no signature. I also contacted Putnam County's Office of Real Property and was advised that said property is not on their books as of 09/09/2021. Due to the condition of the property I contacted three separate landscaping companies on September 03, 2021 and asked for estimates to clear all the tree and brush from the property. Lakeside Mowing returned my call and stated that he could not clear the property, J.B. Landscaping never returned my call and American Independent Mowing, LLC was the only company to contact me and provide an estimate and insurance paperwork. Their estimate is \$9,200.00 to completely clear the property for us so a proper inspection of the building can be conducted.

Respectfully,

Jack Keher  
Town of Kent  
C.E.O. of Vacant Buildings



# Proposal

PROPOSAL NO.

1

SHEET NO.

1

DATE

9-13-2021

PROPOSAL SUBMITTED TO:

WORK TO BE PERFORMED AT:

NAME Town of Kent	ADDRESS # 109 Terry Hill Rd
ADDRESS Sybils Crossing	DATE OF PLANS
PHONE NO.	ARCHITECT

We hereby propose to furnish the materials and perform the labor necessary for the completion of Clear cut & take down of trees and remove all brush & wood.

Plot # PC5215

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of

\$9,200

Dollars (\$) with payments to be made as follows.

1/2 start - \$4,600.00

1/2 completion \$4,600.00

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully submitted

American Independent Moving LLC

Per Stacy Roman

Note — this proposal may be withdrawn by us if not accepted within 10 days.

## ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_





**UTICA FIRST**  
INSURANCE COMPANY

*CONSTITUTED IN OHIO AS*  
**UTICA FIRST INSURANCE COMPANY (MUTUAL)**  
P.O. Box 851, Utica, NY 13503-0851

## **POLICY MAILER PAGE**

**POLICY NUMBER:** ART 1376960 12

AMERICAN INDEPENDENT  
MOWING LLC  
9 KENT RD  
HOPEWELL JUNCTION NY 12533

**For Sales and Service contact your agent:**

**AGENT:** 2800070

G R B M INC  
2022 ROUTE 22  
BREWSTER, NY 10509

845-878-9293

**Additional policy forms:**

FORM NAME

FORM NAME



**CONTRACTORS SPECIAL POLICY DECLARATIONS PAGE**  
Renewal Declaration



**UTICA FIRST INSURANCE COMPANY**

CONSTITUTED IN OHIO AS

**UTICA FIRST INSURANCE COMPANY (MUTUAL)**

Home Office - 5981 Airport Road, Oriskany NY 13424

Mail Address - P.O. Box 851, Utica, NY 13503-0851

Direct Billed - Insured

Policy Number: **ART 1376960 12**

Renewal of Number:

**NAMED INSURED AND MAILING ADDRESS** (Number Street, Town or City,  
County, State, Zip Code)

AMERICAN INDEPENDENT

MOWING LLC

9 KENT RD

HOPEWELL JUNCTION NY 12533

Agent 2800070

G R B M INC

2022 ROUTE 22

BREWSTER, NY 10509

**POLICY PERIOD:** 12:01 A.M. Standard Time at the Location of Designated Premises.

05/11/21

05/11/22

From

To

Item Number	Prot. Class	Rate Group	Cons't	Description and Location of Property Covered
1	PR		F	Description: LANDSCAPE GARDENING Location: 9 KENT RD HOPEWELL JUNCTION NY 12533 County: DUTCHESS

**AGREEMENT**

In return for your payment of the required premium, we provide the insurance described in this policy.

**LIABILITY INSURANCE**

COVERAGE	LIMITS	ANNUAL PREMIUM
Each Occurrence Limit	\$ 1,000,000 /per occurrence	Included
Medical Payment Limit	\$ 5,000 /per person	
General Aggregate Limit (other than Products/Completed Work)	\$ 2,000,000	
Aggregate Limit (Products/Completed Work)	\$ 2,000,000	
Fire Legal Liability	\$ 50,000 /per occurrence	
Personal and Advertising Injury	\$ 1,000,000 /per occurrence	
Property Damage Deductible	\$ 0	

**PROPERTY INSURANCE**

COVERAGE	DEDUCTIBLE	LIMIT	AUTOMATIC INCREASE %	REPLACEMENT COST	ACV	PROTECTIVE DEVICES	ANNUAL PREMIUM
Building Business Personal Property Loss of Income Business Personal Property- Off Premises							

**FORMS AND ENDORSEMENTS SEE FORMS INVENTORY PAGE**

FORM NUMBER	DESCRIPTION	ANNUAL PREMIUM
BAI-1	Blanket Additional Insured (Contractors)	Included

\$150 Minimum Retained Premium

Name and Address  
of Mortgagee:

	ANNUAL
SUB TOTAL	\$ 864.00
NYS Fire Fee	\$ 0.00
POLICY TOTAL	\$ 864.00

Our Authorized Representative  
 Countersignature Date 03/09/21

INSURED COPY















**AGREEMENT FOR INSTALLATION  
OF STORMWATER RETROFIT PROJECT  
Kent-BC-830**

**THIS AGREEMENT** is made and entered into the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between EAST OF HUDSON WATERSHED CORPORATION ("EOHWC"), a local development corporation having its principal office at 2 Route 164, Patterson, New York, and the TOWN OF KENT (the "Municipality"), having its offices at 25 Sybil's Crossing, Kent Lakes, New York 10512 (collectively referred to as the "Parties").

WHEREAS, EOHWC is assisting its member municipalities, of which the Municipality is one, in complying with the New York State Department of Environmental Conservation (NYSDEC) Municipal Separate Storm Sewer Systems Permit effective May 1, 2010 (MS4 Permit) by the design and installation of stormwater retrofit projects approved by NYSDEC; and

WHEREAS, the Municipality desires to cooperate with the effort to reduce stormwater runoff carrying potential contamination into surface waters of the State and thereby to assist the municipalities in complying with the MS4 Permit;

**NOW, THEREFORE**, in consideration of the premises and the respective representations and agreements hereinafter contained, the Parties agree as follows:

Section 1. EOHWC shall undertake on the Municipality's property, at EOHWC's own expense and with the permission and consent of the Municipality, the stormwater retrofit project set forth in the Project Description appended hereto as Exhibit A ("Stormwater Retrofit Project").

Section 2. The Municipality hereby permits EOHWC, its employees, contractors, subcontractors and agents nonexclusive access to the Town of Kent property located at the intersection of Rambler Road and Seven Hills Lake Drive, Kent, NY, to construct, maintain, repair, alter, add to or reconstruct the Stormwater Retrofit Project for the duration of time the Stormwater Retrofit Project is required by the MS4 Permit or successor statutory or regulatory requirement.

Section 3. It is understood and agreed that funding for the Stormwater Retrofit Project comes from the City of New York pursuant to the funding agreement between EOHWC and the City and from similar agreements between EOHWC and Putnam County and EOHWC and Westchester County (collectively the "Funding Agreements"). All provisions of the Funding Agreements applicable to stormwater retrofit projects and the funding therefor are incorporated herein by reference. Eligibility of the projects for funding shall be determined by the Funding Agreements.



Section 4. EOHWC shall procure all necessary approvals and permits for the construction and installation of the Stormwater Retrofit Project and shall have sole and exclusive supervision and control of the construction of all improvements upon the Property, including the selection of materials and contractors. The Municipality shall use its best efforts to keep all approvals and permits for the Stormwater Retrofit Project current and effective for the duration of time the Stormwater Retrofit Project is required by the MS4 Permit or successor statutory or regulatory requirement.

Section 5. EOHWC shall not at any time permit or suffer any lien to be attached to the Property, and, if attached, shall within thirty (30) days cause the same to be discharged and released. EOHWC shall obtain at its expense and require all contractors retained to do such work to carry the forms of insurance set forth in Exhibit "B", naming the Municipality as additional insured. EOHWC shall also require such contractors to indemnify and hold harmless the Municipality, and its officers, employees, agents and consultants from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the work.

Section 6. The Municipality shall have the obligation to maintain and repair the Stormwater Retrofit Project, and EOHWC shall have the right, but not the obligation, to maintain, repair, alter, add to or reconstruct the Stormwater Retrofit Project on the Property, for the duration of time the Stormwater Retrofit Project is required by the MS4 Permit or successor statutory or regulatory requirement, and the Municipality shall not obstruct or impede EOHWC in the exercise of its right. The required operation and maintenance procedures and reporting obligations are set forth in Exhibit "C" ("O&M Procedures"). The Municipality shall perform the required O&M Procedures and provide the required inspection and maintenance documentation as described in Exhibit "C".

Section 7. All structures and improvements created hereunder shall belong to the Municipality, provided that the Municipality shall not remove or terminate any Stormwater Retrofit Project during the time the Stormwater Retrofit Project is required by the MS4 Permit or successor statutory or regulatory requirement, without the express written consent of EOHWC.

Section 8. EOHWC may, at its option, obtain a current survey of the Property, made and certified by a licensed surveyor or engineer, showing the location, area, boundaries and dimensions of the Stormwater Retrofit Project, the relevant location thereof with respect to streets or highways and the location or proposed location of utility lines.

Section 9. The Municipality agrees not to make any claims against EOHWC for, or by reason of, any inconvenience or interference with the Municipality use, occupancy or enjoyment of the Property or the use, occupancy or enjoyment of any person claiming under or through the Municipality, including without limitation tenants, invitees, guests, licensees or others, associated with the EOHWC's activities under this Agreement.



Section 10. EOHWC and its agents and contractors shall conduct all work activities on the Property in a workmanlike manner and in accordance with prevailing industry practices, standards and procedures. EOHWC shall plan, schedule, and conduct its activities as expeditiously as is reasonably practicable and shall conduct such activities in a manner which avoids any inconvenience, disruption or interference to the Municipality's use of the Property and/or the business or operations being conducted by the Municipality at the Property.

Section 11. This Agreement shall be effective when fully executed by the Parties and shall terminate upon the completion of the time the Stormwater Retrofit Project is required by the MS4 Permit or successor statutory or regulatory requirement.

Section 12. The Municipality hereby covenants that the Municipality has good right to execute this Agreement; shall do nothing in the Property which would prevent, impede or disturb the full use and intended purpose of this Agreement; and shall execute and deliver any further documents reasonably necessary to assure the benefits of this Agreement to EOHWC. Any future mortgage shall be subordinate to this Agreement.

Section 13. This Agreement shall run with the land and is binding upon the Municipality, its successors and assigns.

Section 14. If any provision of this Agreement or its application shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of all other provisions and applications hereof shall not be affected or impaired in any way.

Section 15. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

**IN WITNESS WHEREOF** the authorized representatives of EOHWC and the Municipality have executed this agreement.

EAST OF HUDSON WATERSHED CORPORATION

By \_\_\_\_\_  
Richard Williams Sr., President

TOWN OF KENT

By \_\_\_\_\_  
Maureen Fleming, Supervisor



STATE OF NEW YORK     )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public in and for said State, personally appeared Richard Williams, Sr., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF NEW YORK     )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public in and for said State, personally appeared Maureen Fleming, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
NOTARY PUBLIC

#### EXHIBITS

- A.           Description of Stormwater Retrofit Project
- B.           Required Forms of Insurance
- C.           O&M Procedures



## **Exhibit A**

PROJECT: Kent-BC-830, Rambler Road

PROJECT LOCATION: Intersection of Rambler Road and Seven Hills Lake Drive,  
Kent, NY

### Project Description:

The project is located at the intersection of Rambler Road and Seven Hills Lake Drive and will treat the stormwater runoff from the Rambler Road community before discharge into Seven Hills Lake.

The stormwater runoff will be collected by the existing stormwater conveyance system and diverted to a proposed filter chamber. There are 15 FABCO filters proposed to treat the water quality volume flowrate per the NYSDEC engineering and design criteria for the enhanced phosphorus removal program.

The project includes, but is not limited to, replacement of existing outfall structures, minor roadwork, and installation of the stormwater treatment devices. The work also includes site preparation, erosion and sediment control, maintenance and protection of traffic, final restoration, and cleaning in the project area under the direction of the Engineer and the East of Hudson Watershed Corporation.



## Exhibit B

PROJECT: Kent-BC-830

PROJECT LOCATION: Intersection of Rambler Rd and Seven Hills Lake Drive,  
Kent, NY

Insurance requirements:

The following insurances will be maintained by EOHWC, naming the following as additional insured:

1. The City of New York, including its officials and employees
2. Town of Kent
3. Any other agencies and/or entities required by any other contracts and/or agreements

Worker's Compensation: Statutory per New York State law without regard to jurisdiction

Employer's Liability: Statutory

Commercial General Liability CG 00 01 (ed. 10/02) or equivalent- Combined Single Limit - Bodily Injury and Property Damage:

\$2,000,000 per occurrence

\$2,000,000 products/completed operations aggregate

\$4,000,000 general aggregate

\$25,000 maximum deductible

Automobile Liability: CA 00 01 (ed. 6/92) or equivalent. (See Section B.4, below)

Combined Single Limit - Bodily Injury and Property Damage

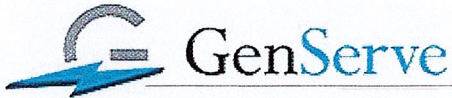
\$500,000 each occurrence

The following coverage must be provided:

(X) Comprehensive Form      (X) Owned      (X) Hired      (X) Non-Owned

Where applicable: Professional liability insurance coverage with an annual aggregate of not less than \$2,000,000 per occurrence.





Corporate Office  
100 Newtown Road  
Plainview, NY 11803  
631.435.0437

Branch Office  
115 Twinbridge Drive  
Pennsauken, NJ 08110  
856.768.2367

Branch Office  
341 Kaplan Drive  
Fairfield, NJ 07004  
973.614.0091

## Sales Quotation

### Customer Info

Town of Kent/ Water Dept 49 Willway  
Tamara Harrison  
25 Cybil's Crossing  
Kent L, NY 10512

### Agreement Prepared by

Steve Andiorio  
973-614-0091  
SAndiorio@Genserveinc.com  
Fairfield

**Quote #:** AAAQ69480

**Quote Date:** 8/10/2021

**Service Tech:** Anthony McCarthy

Generator- Cummins 50KW  
Location: Water Dept 49 WILLWAY RD

This quote is for the backup rental generator, all cabling and transport. Genserve technician will prep rental generator, complete phase testing, run our all cabling and land all connections and check operation.

When the generator is no longer needed, Genserve technician will. disconnect and prepair renetan generator for transport.

During disconnect the technician found damaged cable terminal jugs in the main breaker, due to over tightning. New terminal lugs will be installed upon re-connection.

NOTE: This quote is by the week for the generator and cabling. If the rental is still in use on the 8th day, that will justify the second week of charges.

Power when you need it is GenServe's promise. GenServe is your single solution to all of your power back-up needs. GenServe has been providing superior industrial generator sales and service for two decades and has grown to be the largest company in the metro area. With more than 45 trucks on the road, our expert technicians can get to you within two hours.

Description	Qty	Unit Price	Ext. Price
Generator Rental Unit/Cables Per Week	1	\$2,315.15	\$2,315.15
Transport To and From	1	\$1,400.00	\$1,400.00
Breaker Cable Terminals 3 pack	2	\$211.20	\$422.40
Technician Disconnect Labor 8/10	1	\$2,655.00	\$2,655.00
technician ReConnect Labor	1	\$1,600.00	\$1,600.00

This quote reflects the costs of Travel, Parts, and the Technical Skills required to complete the service.

It is our duty to keep you informed of the condition of your back up power supply.

<b>SubTotal</b>	<b>\$8,392.55</b>
<b>Tax</b>	<b>\$0.00</b>
<b>Shipping</b>	<b>\$0.00</b>
<b>Total</b>	<b>\$8,392.55</b>

Please contact me if I can be of further assistance.

Customer PO #

*Tamara Harrison*  
Customer Signature

8/12/2021  
Date





Corporate Office  
100 Newtown Road  
Plainview, NY 11803  
631.435.0437

Branch Office  
115 Twinbridge Drive  
Pennsauken, NJ 08110  
856.768.2367

Branch Office  
341 Kaplan Drive  
Fairfield, NJ 07004  
973.614.0091

## Sales Quotation

**Customer Info**

Town of Kent/ Water Dept. Willway  
Tamara Harrison  
25 Cybil's Crossing  
Kent L, NY 10512

**Agreement Prepared by**

Steve Andiorio  
973-614-0091  
SAndiorio@Genserveinc.com  
Fairfield

**Quote #:** AAAQ69489**Quote Date:** 8/11/2021**Service Tech:** Anthony McCarthy

Generator- Cummins 50Kw Sn I130566531  
Location: Water Dept 49-WILLWAY RD

During the recent service call of 8/10, our technician found the engine radiation leaking coolant.

This quote is for the removal of the radiator on 8/10/21.

The installation of a "new" radiator. Install all new engine coolant.

Following the repair, the unit will be inspected for repair integrity and unit operation.

Power when you need it is GenServe's promise. GenServe is your single solution to all of your power back-up needs. GenServe has been providing superior industrial generator sales and service for two decades and has grown to be the largest company in the metro area. With more than 45 trucks on the road, our expert technicians can get to you within two hours.

Description	Qty	Unit Price	Ext. Price
Radiator (New)	1	\$2,595.32	\$2,595.32
Gallon Engine Coolant	10	\$26.00	\$260.00
Shop Supplies	1	\$105.00	\$105.00
Shipping	1	\$225.00	\$225.00
Technician OT Labor 8/10 Service call/Radiator Removal	1	\$990.00	\$990.00
Technician Labor( Install Radiator)	1	\$1,200.00	\$1,200.00

This quote reflects the costs of Travel, Parts, and the Technical Skills required to complete the service.

It is our duty to keep you informed of the condition of your back up power supply.

<b>SubTotal</b>	<b>\$5,375.32</b>
<b>Tax</b>	<b>\$0.00</b>
<b>Shipping</b>	<b>\$0.00</b>
<b>Total</b>	<b>\$5,375.32</b>

Please contact me if I can be of further assistance.

Customer PO #

Customer Signature

Date



3H<sup>1</sup>

## CALCULATED FIRE PROTECTION CO., INC. CFP

SYCAMORE SQUARE, SUITE 2  
2510 ROUTE 44  
SALT POINT, NY 12578

PHONE (845) 677-5201  
FAX (845) 677-5208  
[www.calculatedfire.com](http://www.calculatedfire.com)

August 3, 2021

Kent Town Centre  
25 Sybil's Crossing  
Kent Lakes, NY 10512

Re: **Inspection Report**

To Whom It May Concern,

Based on our inspection conducted on Thursday June 17, 2021, please be advised that the following conditions exist. The associated cost for each repair is listed next to the description of the condition. Please note that the prices do not include sales tax.

- **Town Hall** - Currently, there is no shut-off valve on the sprinkler system. Additionally, the existing OS&Y valve is difficult to operate and does not completely shut off the water. We recommend adding a 4" OS&Y valve with a tamper switch where the domestic piping enters the building.

...\$2,850.00

We thank you for the chance to work together and your interest in our Company. We look forward to serving your fire protection needs. If you would like to schedule us to complete this work or have any questions/concerns, please contact us at (845) 677-5201.

Sincerely,  
Calculated Fire Protection Co., Inc.  
Inspection Division

*Chloe Higgins*





## **Fax Cover Sheet**

**Date: August 4, 2021**

**To: Town of Kent Town Clerk's Office**

**Attn: Town Clerk's Office**

**Fax: (845) 306-5282**

**Re: Town Hall – Add Sprinkler Shut Off Proposal**

**From: Calculated Fire Protection Co., Inc.**

**Inspections Division**

**2510 Route 44**

**Salt Point, NY 12578**

**(845) 677 – 5201 ext. 2**

**[c.higgins@calculatedfire.com](mailto:c.higgins@calculatedfire.com)**

**No. pages (incl. cover): 2**

**Comments:**

**Attached is a proposal to add a shut-off valve to the sprinkler system at the Kent Town Hall – could you please pass this onto Adam in Maintenance?**

**Feel free to call or email with any questions.**

**Thank you!**

**Chloe Higgins**

**[c.higgins@calculatedfire.com](mailto:c.higgins@calculatedfire.com)**

**Calculated Fire Protection Co., Inc.**

**Inspections**



# Solarize Kent

*Part of Solarize Putnam, A Sustainable Putnam Campaign*

## **Make the shift to 100% Renewable Electricity!**

*Shift your home or business to solar powered electricity delivered via NYSEG. Create clean, green New York State jobs, reduce your greenhouse gas emissions, and save up to 10% on your electric bill.*

- Join the Community Solar campaign, a New York State program that encourages renters and homeowners to purchase their electricity from a solar farm.
- This is a voluntary “opt in” program; no fee to join, no cancellation penalty.
- No panels on your roof\*; the electricity comes from solar farms in the region.
- Use the supplier selected by Sustainable Putnam, Ampion Renewable Energy, for 10% savings and a \$100 Visa gift card, or choose a different supplier.

*Solarize Putnam is a Sustainable Putnam program assisting our residents and local governments to promote the community solar campaign. To learn more, go to [www.kentclimatesmart.org](http://www.kentclimatesmart.org), scan the code below with your phone, or email [kentclimatemark@gmail.com](mailto:kentclimatemark@gmail.com).*

*If you live outside of Kent, go to [www.sustainableputnam.org](http://www.sustainableputnam.org) or email [info@sustainableputnam.org](mailto:info@sustainableputnam.org).*



*\*If you already have solar panels you are not eligible for community solar.*



**Sustainable  
Putnam**



**Kent Climate Smart**







## Share the Growth Putnam

### **A common sense proposal for sharing sales tax growth with local communities in Putnam County**

Like the rest of the state, local small businesses in Putnam County's towns and villages collect sales tax from customers when they make a purchase and send that money to New York State. The state then keeps its portion of the sales tax revenue and gives the rest back to the county or city where business owners collected the tax. Eighty percent of counties outside of New York City then share a portion of sales tax revenues back to the cities, towns, villages and/or school districts within their borders. But Putnam County is fairly irregular, one of only 11 out of 57 counties outside of New York City that share no sales tax revenues with its local communities. All counties surrounding Putnam County share sales tax, including Dutchess, Orange, Rockland, Ulster and Westchester counties.

Putnam County's lack of sales tax revenue sharing is a significant loss of funding for local communities. In 2018, the majority of New York's counties shared 23% of sales tax revenues with their local municipalities accounting for a total of \$1.9 billion in sales tax revenue shared locally.<sup>1</sup> In 2019, shared sales tax revenues accounted for nearly 10% of the total revenue for local governments.<sup>2</sup> As New York State begins collecting sales tax from on-line retailers, this loss of revenues will be even greater. Recently, Putnam County's Finance Commissioner William Carlin announced that he expected Putnam to see about a 90 percent increase over 2019 in sales tax collected by sites such as Amazon.<sup>3</sup>

For many Putnam Counties Towns and Villages working hard to find funds for community programs, to support their local economies, and to keep tax burdens manageable, this lack of a county sharing program contributes to forcing local communities to choose between cutting programs or increasing local taxes.

In the past, Putnam County's primary argument against sharing sales tax revenues has been that these revenues are "critical to the financial stability of the county" and would make planning the annual county budget difficult.<sup>4</sup> An expanded sales tax sharing agreement negotiated between neighboring Dutchess County and its cities, towns and villages in 2013 provides a model for solving Putnam County's problem by providing an annual share of any annual increase in sales tax revenue to local communities. Sharing the surplus allows the county to retain financial stability, as no sales tax revenues would be shared in economic downturns. In the Dutchess County agreement, which had to be adopted by all local governments, local communities receive 18.5% of any sales tax growth which is distributed based on population.<sup>5</sup> In other county-local municipality sharing agreements, sales tax revenues are distributed to local communities based on assessed property values.<sup>6</sup>



Even despite economic downturns Putnam has seen healthy growth in inflation-adjusted sales tax collections over the last decade, from \$57.3 million in 2010 to \$59.9 million 2015 to \$66.8 million in 2020 and has outpaced the mid-Hudson Valley's average annual sales tax revenue growth rate of 3.4%.<sup>7</sup> Between 2018-2019, Putnam sales tax revenues grew by 5.1% based on the strength of their local economies with revenues growing from \$63,145,092 in 2018 to \$66,354,864 in 2019.<sup>8</sup> Putnam County currently has a historic fund balance of \$67.8 million.<sup>9</sup>

The growth in annual sales tax revenues between 2018-2019 amounted to \$3,209,772, which was a high growth year. Of those 46 counties in New York State that share sales tax revenues with local municipalities, the most common sharing agreement is a 50/50 split of revenues between counties and localities.<sup>9</sup> If the Dutchess County growth sharing model were followed in Putnam, all towns and villages would gain significant new revenues to put towards locally defined community priorities. As an example, below is an estimate of new local revenues that would result from localities receiving 50% of sales tax growth from the previous year based on 2018-2019.

Share the Growth Putnam Model (Ex. 2018-2019 sales tax growth)			
Local municipality	Population	% of total population	Share of surplus sales tax (50%)
Village of Brewster	2,228	2.15%	\$34,565
Town of Carmel	34,210	33.07%	\$530,732
Village of Cold Spring	1,775	1.72%	\$27,537
Town of Kent	13,246	12.80%	\$205,498
Village of Nelsonville	658	0.64%	\$10,208
Town of Patterson	11,866	11.47%	\$184,088
Town of Philipstown	9,715	9.39%	\$150,718
Town of Putnam Valley	11,597	11.21%	\$179,915
Town of Southeast	18,153	17.55%	\$281,625
<b>Total</b>	<b>103,448</b>	<b>100.00%</b>	<b>\$1,604,886</b>
<i>Census data: ACS 2019 5-year unless noted</i>			

Adopting the Dutchess County sales tax growth sharing model would allow Putnam County to plan their annual budget in a financially responsible and sustainable manner, while sharing sales tax with the local communities that generate sales tax collections. This approach would create new sources of local revenues that don't result in increased taxes and help local municipalities make investments that sustain their local economies and communities.



## End notes

<sup>1</sup> Schwartz, Ben. "Local Sales Taxes in New York Allocations, Collections and Withholdings." Office of the New York State Comptroller. (July, 2020). Retrieved from: <https://www.osc.state.ny.us/files/local-government/academy/pdf/local-sales-taxes-allocations-collections-withholdings-07-29-20.pdf>

<sup>2</sup> "Understanding Local Government Sales Tax in New York State." Office of the New York State Comptroller. (October, 2020). Retrieved from: <https://www.osc.state.ny.us/files/local-government/publications/pdf/understanding-local-government-sales-tax-in-nys-2020-update.pdf>

<sup>3</sup> Armstrong, Liz Schevtchuk. "Despite COVID-19, Putnam Doesn't Lose Sales Tax." The Highlands Current. (March, 2017). Retrieved from: <https://highlandscurrent.org/2021/01/30/despite-covid-19-putnam-doesnt-lose-sales-tax/>

<sup>4</sup> Armstrong, Liz Schevtchuk. "Sales-Tax Revenues Jump, Town Board Members Seek Share." The Highlands Current. (March, 2017). Retrieved from: <https://highlandscurrent.org/2017/03/03/sales-tax-revenues-jump-town-board-members-seek-share/>

<sup>5</sup> "County, Cities of Poughkeepsie and Beacon Reach New Sales Tax Agreement." Office of the County Executive. (May, 2013). Retrieved from: <https://www.dutchessny.gov/Departments/County-Executive/37909.htm>

<sup>6</sup> "Understanding Local Government Sales Tax in New York State." Office of the New York State Comptroller. (October, 2020). Retrieved from: <https://www.osc.state.ny.us/files/local-government/publications/pdf/understanding-local-government-sales-tax-in-nys-2020-update.pdf>

<sup>7</sup> Ibid.

<sup>8</sup> "Growth in Local Sales Tax Collections Remains Strong in 2019 Due to Robust Second Half." Office of the New York State Comptroller. (February, 2020). Retrieved from: <https://www.osc.state.ny.us/files/local-government/publications/pdf/growth-in-local-sales-tax-collections-second-half-2019.pdf>

<sup>8</sup> "Understanding Local Government Sales Tax in New York State." Office of the New York State Comptroller. (October, 2020). Retrieved from: <https://www.osc.state.ny.us/files/local-government/publications/pdf/understanding-local-government-sales-tax-in-nys-2020-update.pdf>

<sup>9</sup> Nancy Montgomery, Town of Philipstown Board Meeting, July 8, 2021.

<sup>10</sup> Schwartz, Ben. "Local Sales Taxes in New York Allocations, Collections and Withholdings." Office of the New York State Comptroller. (July, 2020). Retrieved from: <https://www.osc.state.ny.us/files/local-government/academy/pdf/local-sales-taxes-allocations-collections-withholdings-07-29-20.pdf>



Resolution # \_\_\_\_\_, \_\_\_\_/\_\_\_\_/2021

**Resolution in support of the Share the Growth Putnam proposal, which requests that Putnam County share annual growth in sales tax revenues with local municipalities.**

The Share the Growth Putnam proposal is a common sense framework for Putnam County to share annual sales tax growth with local municipalities, providing needed funding for local communities without raising taxes while maintaining the county's robust fiscal health. Under the proposal, 50% of the annual growth in sales tax from the previous year would be retained by the county and 50% of the annual growth would be distributed to local municipalities based on population.

**WHEREAS**, local businesses in Putnam County's towns and villages collect sales tax, with New York State retaining a portion of the revenue and the rest going to counties;

**WHEREAS**, Putnam County is one of only 11 out of 57 New York State counties outside of New York City that share no sales tax revenues with its local communities;

**WHEREAS**, All counties surrounding Putnam County share sales tax revenues with local governments within their borders, including Dutchess, Orange, Rockland, Ulster and Westchester counties;

**WHEREAS**, Putnam County's lack of sales tax revenue sharing is a significant loss of funding: in 2019 shared sales tax revenues accounted for nearly 10% of the total revenue for local governments in New York State;

**WHEREAS**, Local communities in Putnam County are at a competitive disadvantage compared to neighboring counties with sales tax sharing due to the lack of revenue available for economic development and community programming;

**WHEREAS**, A county sales tax sharing program would create a new and significant source of local revenues without increasing the tax burden;

**WHEREAS**, Putnam County has seen healthy growth in inflation-adjusted sales tax collections over the last decade, from \$57.3 million in 2010 to \$59.9 million in 2015 to \$66.8 million in 2020;

**WHEREAS**, Even despite the economic shut down due to COVID 19, Putnam County collected more sales tax in 2020 than in 2019 which Putnam County Finance Commissioner Carlin attributed to increasing county sales tax revenues from online shopping after New York State began collecting sales tax from e-commerce in 2019;

**WHEREAS**, Putnam County's sales tax revenues are expected to continue to grow in the future as the local economy recovers, online sales tax revenues continue, and new sales tax revenues result from the sale of cannabis related products;



**WHEREAS,** Putnam County's fiscal health has produced an all time high fund balance surplus of \$67.8 million;

**WHEREAS,** An expanded sales tax sharing agreement negotiated between neighboring Dutchess County and its cities, towns and villages in 2013 provides a model for sharing any annual increase in sales tax revenues to local communities;

**WHEREAS,** An approach to sharing any annual growth in sales tax revenues with local municipalities would retain Putnam County's financial stability, as no sales tax revenues would be shared locally in economic downturns;

**NOW, THEREFORE, BE IT RESOLVED,** that the governing board of \_\_\_\_\_ does hereby endorse the Share the Growth Putnam proposal as a common sense framework for Putnam County to share annual sales tax growth locally, with 50% of the annual growth in sales tax from the previous year retained by the county and 50% of the annual growth distributed to local municipalities based on population.



# Putnam County Department of Health HOUSEHOLD HAZARDOUS WASTE DROP-OFF DAY

October 9, 2021

9am-12pm

Fahnestock State Park

Canopus Beach Parking Lot

Route 301, Kent, NY



As part of New York State's novel coronavirus (COVID -19) response, events such as these run by the Putnam County Department of Health, all staff, vendors and attendees must follow all applicable COVID -19 guidance at <https://coronavirus.health.ny.gov/home> and <https://esd.ny.gov/>.

The following will be required:

- Masks will be required if 6 ft social distancing cannot be maintained.
- HWD - All participants MUST remain in their vehicles at ALL times.
- Sanitizer will be available not only to staff & vendors, but also to participants.

These additional safety precautions are to ensure that we all are operating in compliance with these important social distancing directives, which are designed to prevent the spread of this virus.

**Please place all materials to be discarded in rear-most compartment or trunk of your vehicle**  
Thank you for your cooperation.

**Items Accepted:** Consumer commodity packaged household products only, inclusive of: Photo chemicals, non-latex driveway sealer, pool chemicals, creosote, kerosene, flammable liquids, metal polish, drain/oven cleaners, rug/upholstery cleaners, wood preservatives, turpentine, stains, varnishes, strippers, thinners, mothballs, rodent poisons, flea powders & collars, bug spray, nail polish remover, hair dyes, hair sprays, gasoline/oil mixtures, brake fluid, antifreeze, auto fluids, pesticides, herbicides, fungicides, chemical fertilizers, adhesives, resins, solvents, oil-based paints, mercury containing products, button cell batteries (from watches and hearing aids), lithium & sealed lead acid batteries, rechargeable batteries, fluorescent light bulbs and tubes, smoke detectors, propane tanks up to 20-pound size, household size quantities of recalled hand sanitizer (methanol tainted).

**Items Not Accepted:** Industrial or commercial type and/or quantity hazardous waste or reagents, inclusive of: Electronic waste (e-waste), used motor oil, latex paint, plastic bags, tires, unlabeled/unidentified containers, household batteries (AAA, AA, C, D, 9V), ammunition, explosives, fireworks, asbestos products, construction debris, furniture, toys or clothing, medical waste, old medications.

**ITEMS IN GARBAGE AND/OR LAWN BAGS WILL NOT BE ACCEPTED.**

**All waste is subject to inspection and will only be accepted in the County's discretion. Please be advised that if any not accepted items as specified above are brought and are determined to present a hazard to residents, workers or the environment, Putnam County reserves the right to take any necessary safety measures, the cost of which shall be the resident's responsibility.**

For additional information about waste disposal options, recycling and more, please visit: [www.putnamcountyny.com/recycling](http://www.putnamcountyny.com/recycling) or call (845) 808-1390

**Pre-Registration Required.** Please visit our website at [www.putnamcountyny.com/recycling](http://www.putnamcountyny.com/recycling) to schedule your appointment.

Please bring your confirmation email with you to the event. For more information call (845) 808-1390

PUTNAM COUNTY RESIDENTS ONLY

No COMMERCIAL ESTABLISHMENTS

KR 2021



Putnam County Department of Health

A PHAB-ACCREDITED HEALTH DEPARTMENT

PUTNAM



The Household Hazardous Waste program is partially  
financed with a grant from the  
NYS Department of Environmental Conservation.







PUTNAM COUNTY  
**SUICIDE  
PREVENTION  
TASK FORCE**



# CONCERNED ABOUT A FAMILY MEMBER OR FRIEND?

## ARE THEY SUICIDAL?

- Depressed, angry, impulsive?
  - Going through a relationship break-up, legal trouble, or other setback?
  - Using drugs or alcohol more?
  - Withdrawing from things they used to enjoy?
  - Talking about being better off dead?
  - Losing hope?
  - Acting reckless?
  - Feeling trapped?
- Suicides in Putnam County are increasing at an alarming rate. In the past two years, suicides more than tripled compared to previous years.
  - Suicide is the 11th leading cause of death among Americans, and every year more than 33,000 people end their own lives.

## HOPE : GIVING PEOPLE THE TOOLS TO SAVE LIVES

### Don't give them the means

- Keep medication locked, count regularly & dispose properly of medication you no longer need.
- Keep firearms locked and away from ammunition.
- For other ways to help, call the national suicide prevention lifeline: 1.800.273.TALK [8255] or the Putnam County Crisis Hotline: 845-225-1222
- <http://www.putnamcountyny.com/suicidetaskforce/>

Download the Free Putnam County Cares App for Android and Apple devices and click on S.P.E.A.K





Tickets for food,  
drinks, basket raffles  
and 50/50 will be  
available for  
purchase

Please Join Us for the

# 10th Annual Event

to Honor the Memory of

# CAITLYN ROSE SAVIO



All proceeds will go to

## The Caitlyn Rose Savio Foundation

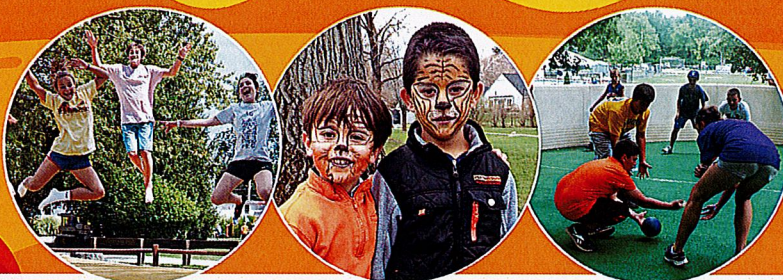
(To provide scholarships to Carmel High School  
graduates pursuing a career in nursing)

**Saturday, October 9, 2021  
12:00 - 5:00 pm**

**Kiwi Country Day Camp  
825 Union Valley Rd, Carmel, NY**

A donation of  
\$10 per car  
allows access to the  
following activities:

Mini Golf  
Jumping Pillow  
Basketball Courts  
Gaga  
Boating  
Fields  
Face Painting



For information call: 845-222-6908

[thecaitlynrosesaviofoundation@gmail.com](mailto:thecaitlynrosesaviofoundation@gmail.com)

Check the Facebook page - In Memory of Caitlyn Savio - for updated information of this event.





## Department of Public Service

Three Empire State Plaza, Albany, NY 12223-1350  
www.dps.ny.gov

Public Service Commission  
John B. Howard  
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Commissioners

September 2021

Dear Consumer Leader:

The Federal Communications Commission, the National Association of Regulatory Utility Commissioners, and the National Association of State Utility Consumer Advocates have designated the first week after Labor Day as ***National Telephone Discount Lifeline Awareness Week***. This year, Lifeline Awareness Week will be celebrated from September 13 through September 17, 2021.

The Lifeline Discount Telephone Service Program (Lifeline) is designed to make telephone service more affordable for income-eligible consumers. Consumers qualify for Lifeline by participating in certain federal or state assistance programs OR by having income at or below 135% of the federal poverty guidelines.

Due to circumstances related to the COVID-19 pandemic, many New Yorkers may be eligible for Lifeline for the first time but may not be aware of the program or how to apply. Consumers may also be eligible for discounts on broadband service and certain connected devices under the federal Emergency Broadband Benefit Program. I am seeking your assistance in helping low-income residents take advantage of these vital resources.

Information about the Lifeline and Emergency Broadband Benefit programs can be obtained from the [Lifeline page](#) on our AskPSC.com website. To increase awareness of the program and encourage enrollment, please consider posting a link on your organization's website to the Lifeline page on AskPSC.com and sharing information with your customers and other organizations in your community that serve low-income customers.