

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

**Workshop/Meeting:** 7:00 p.m.

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

## Town Board Meeting May 4, 2021

A regular Town Board Meeting was held on Tuesday, May 4, 2021 at 7:00 p.m. at the Kent Town Hall, 25 Sybil's Crossing, Town of Kent, New York. To see the full meeting visit the Town of Kent's website at [www.townofkentny.gov](http://www.townofkentny.gov) under Video's on Demand.

**Pledge of Allegiance**

Supervisor Fleming called the meeting to order with the Salute to the Flag at 7:05 p.m.

**Roll Call**

Supervisor Fleming – present  
 Councilman Denbaum – present  
 Councilwoman McGlasson – present  
 Councilman Huestis – present  
 Councilman Ruthven – present

Also, present Deputy Town Clerk Louderback, Highway Superintendent Othmer, Town Counsel Tagliaferro, Chief Owens, Building Inspector Walters, Accountant Kelly, Recycling Co-Chair Kotzur, and Co-Chair Ulich of the Lake Carmel Park District Advisory Board and members of the public.

**Building Department:** Annual Report presented by William Walters, Building Inspector

**Resolution #177 Authorizing Town Clerk to Advertise For Maintenance Welder/MEO for Highway Department**

On the motion by Councilwoman McGlasson

Seconded by Supervisor Fleming

Resolved: WHEREAS, the Town of Kent is seeking to fill a maintenance welder/MEO position in the Highway Department; and

WHEREAS, after the required internal posting, the Town of Kent wishes to advertise for applications to fill said position; and

WHEREAS, the Town Board of the Town of Kent wishes to authorize its Town Clerk, Yolanda D. Cappelli, to advertise for applications for the maintenance welder/MEO position in the Highway Department after the required internal posting;

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Kent hereby authorizes its Town Clerk, Yolanda D. Cappelli, to advertise for applications for the maintenance welder/MEO position in the Town of Kent Highway Department after the required internal posting of the position. Motion carried unanimously

**Resolution #178 Authorizing The Construction Of An Addition And Alterations To The Existing 1968 Highway Garage, Stating The Estimated Maximum Cost Thereof Is \$3,210,000, Appropriating Said Amount For Such Purpose, And Authorizing The Issuance Of Bonds Of The Town In The Principal Amount Of Not To Exceed \$3,210,000 To Finance Said Appropriation**

On the motion by Councilman Ruthven

Seconded by Councilwoman McGlasson

Resolved: Section 1. The Town of Kent, in the County of Putnam, New York (herein called the "Town"), is hereby authorized to construct an addition and alternations to the existing 1968 Highway Garage. The estimated maximum cost thereof, including preliminary costs and costs incidental thereto and the financing thereof, is \$3,210,000 and said amount is hereby appropriated for such purpose. The plan of financing includes the issuance of bonds of the Town in the principal amount of not to exceed \$3,210,000 to finance said appropriation, and the levy and collection of taxes on all the taxable real property in the Town to pay the principal of said bonds and the interest thereon as the same shall become due and payable.

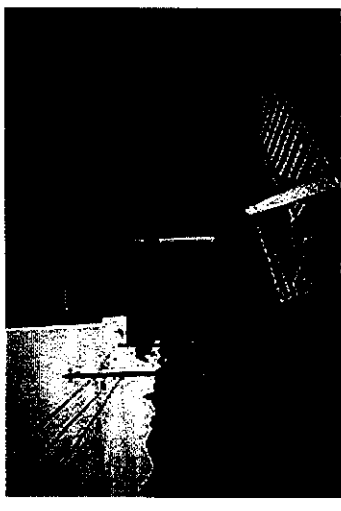
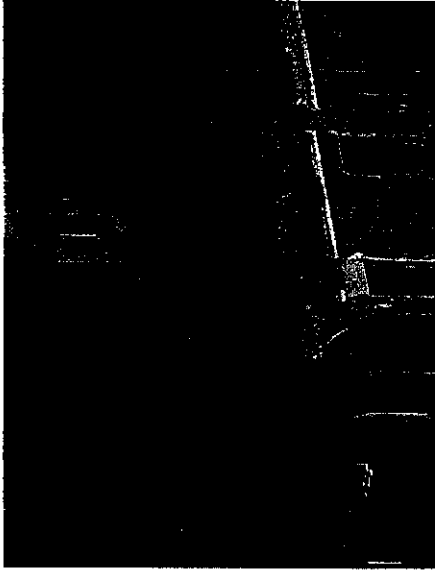
Section 2. Bonds of the Town in the principal amount of not to exceed \$3,210,000 are hereby authorized to be issued pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (referred to herein as the "Law"), to finance said appropriation.

Section 3. The building to be improved is of Class "B" construction, as defined in Section 11.00 a. 11(b) of the Law. The period of probable usefulness applicable to the object or purpose for which said bonds are authorized to be issued, within the limitations of Section 11.00 a. 12(a) (2) of the Law, is fifteen (15) years.

Section 4. Each of the bonds authorized by this resolution and any bond anticipation notes issued in anticipation of the sale of said bonds shall contain the recital of validity as prescribed by Section 52.00 of the Law and said bonds and any notes issued in anticipation of said bonds shall be general obligations of the Town, payable as to both principal and interest by general tax upon all the taxable real property within the Town. The faith and credit of the Town are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds, and any notes issued in anticipation of the sale

# 2020 Town of Kent Building Dept.

## Review



**Annual report**

**911 Signage**

**Fences / pools**

**Smoke Detectors**



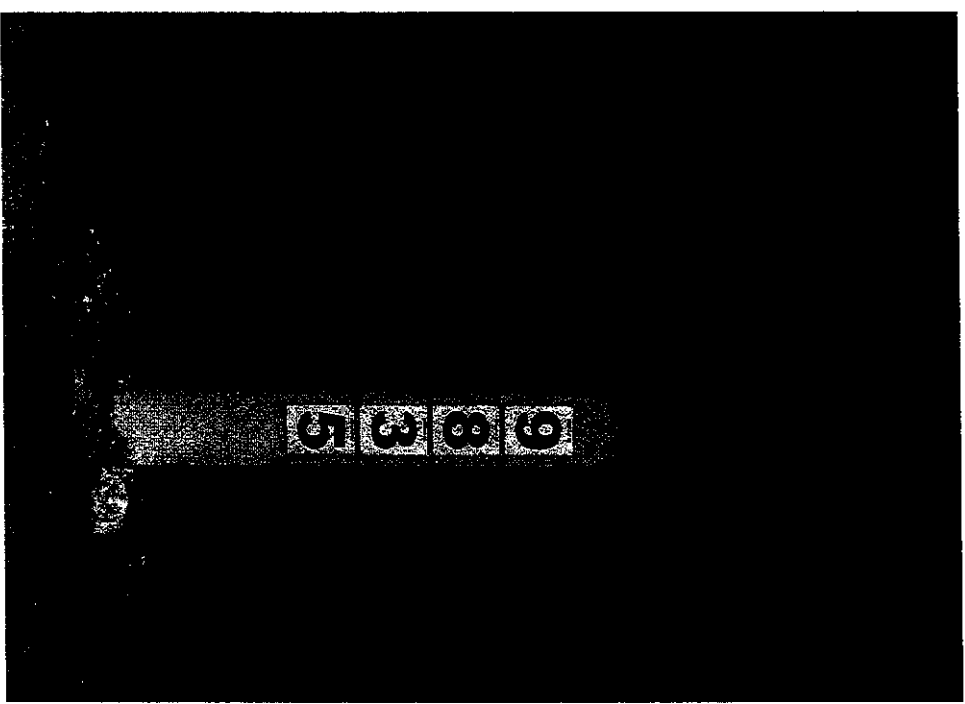
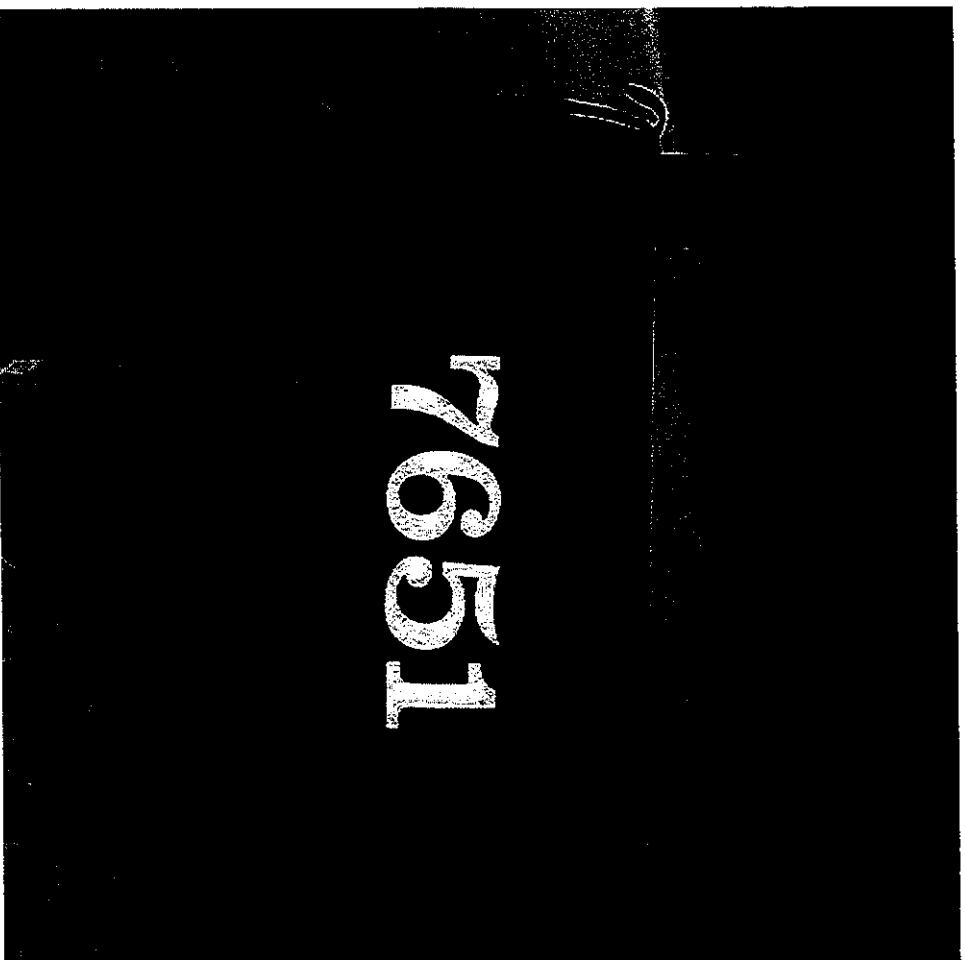
## 2020 - Town of Kent Bldg. Dept.

- Permits issued – 342 (2019>17)
- Inspection – 1029 – (>121)
- Title Searches – 293 – (>44)
- Construction values - \$9,258,795.00 (2019 >\$675,333)
- Total Fee received – \$205,759 (2019 >\$ 9,359)
- Fire inspections – 160 – 85 violations – 5 fires
- Vacant Bldgs. – 125 - ??
- Foreclosures – 85
- Complaints - 308

## 2020 - Town of Kent Bldg. Dept.

- Complaints - 154
- Zoning - 154 - Total = 308
- Fire inspections – 160
- Fire violations - 85
- Fires - 5
- Vacant Bldgs. – 125 ??
- Foreclosures - 85

# House Numbers



# New & Existing Buildings

- The address shall be legible and placed in a position that is visible from the street or road fronting the property.
- Each character shall be **4 inches high** with a minimum stroke **width of 1/2 inch.**
- Where access is by means of a private road and the building cannot be viewed from the *public way*, a monument, pole or other sign or means shall be used to identify the structure.

# Pools

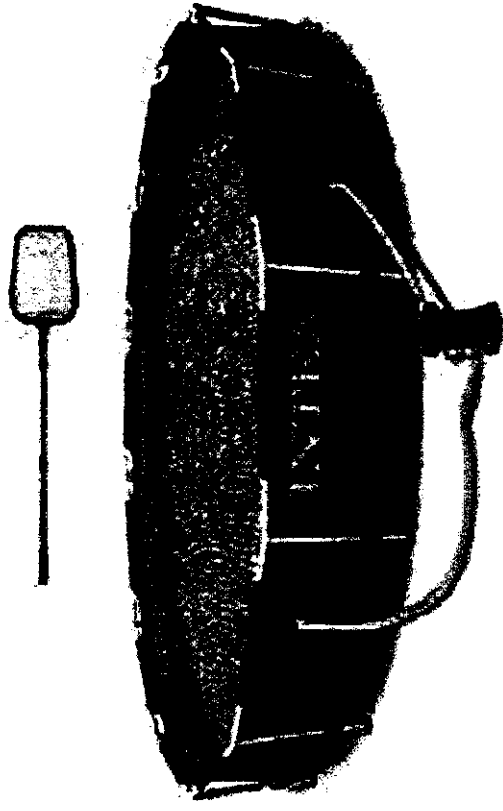
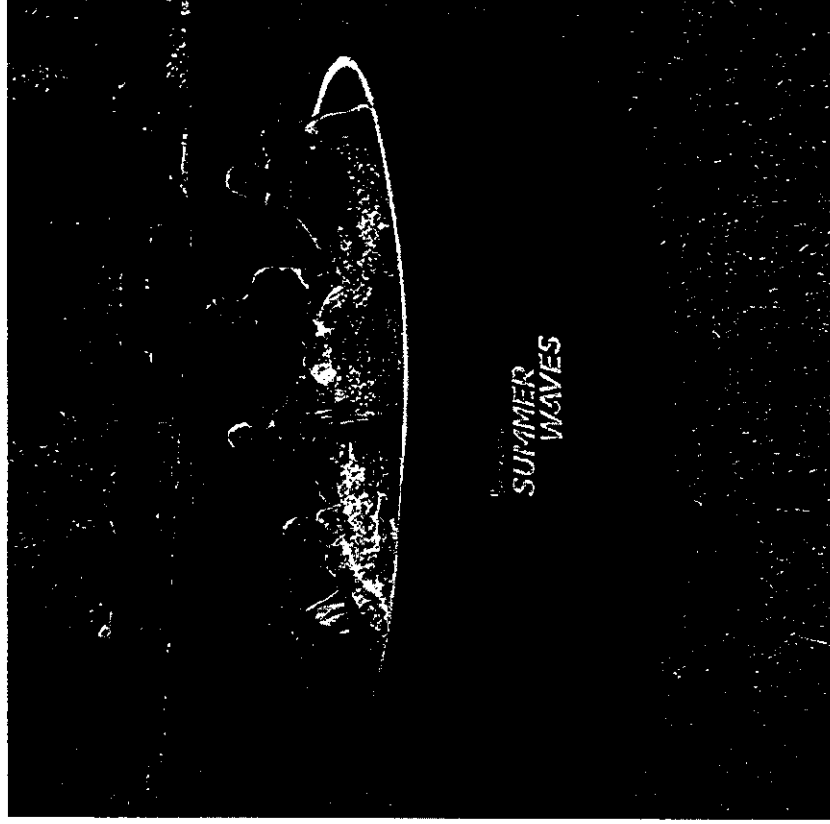
- Any pool 24 inches or more in height – NYS codes. – Permit required - YES
- 15 Ft. from building or property line
- Fence - 4 ft. high with self closing gate
- Pool alarm.
- Electrical Cert.
- Temporary Pools – Permit - yes



# Temporary Pools greater than 24 "

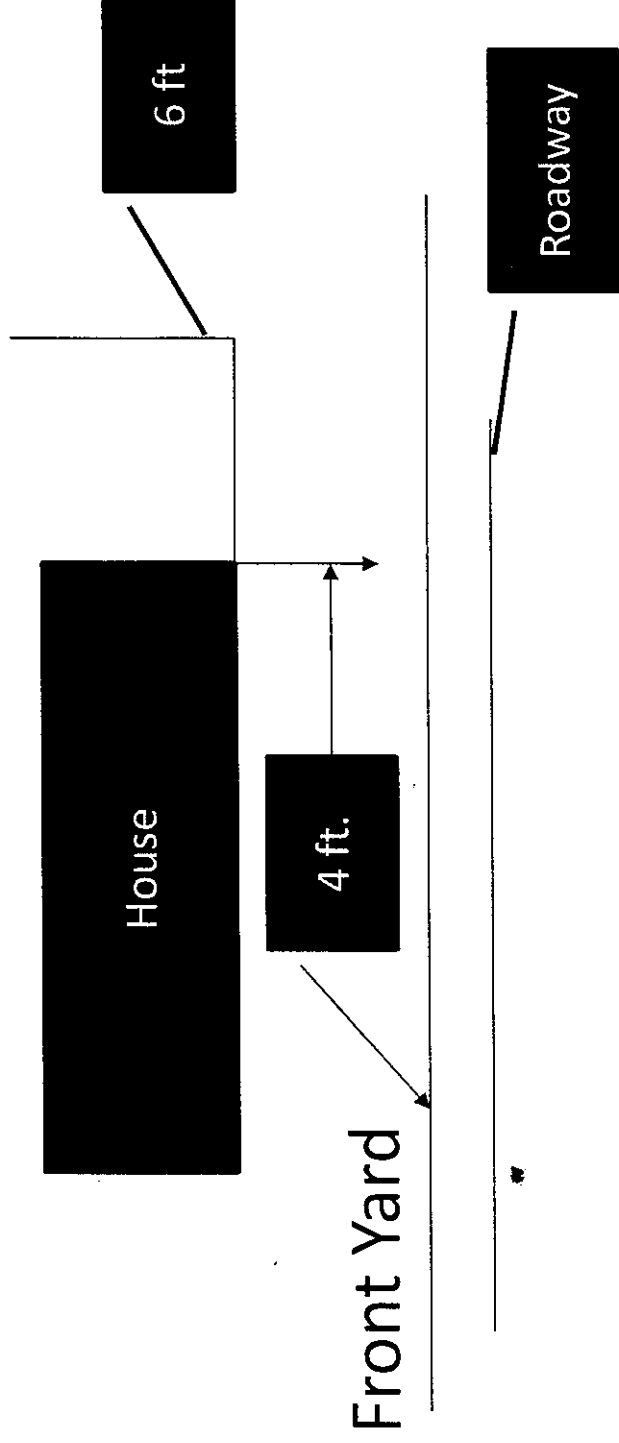
Needs to comply with NYS

Codes and Town Zoning setback



# Fences

- Maximum fence height is 6 ft. No fence or garden wall in the required front yard, or between the front building line, shall exceed a height of 4' feet.



# Smoke Detectors

- [WWW.LCFD.COM](http://WWW.LCFD.COM)

Lake Carmel FD is working w/ Am.Red Cross  
installation of smoke detector in your home.



845-225-3730

# 2020 Building Dept. Report

2020	Permits Building	Plumb	Renew	Gas	CO's	CC	Insp.	Complaint	Searches	ZBA
Month	22	4	13	5	36	3	107	15	17	6
Jan	25	4	1	6	26	3	67	5	22	0
Feb	28	7	5	4	25	1	63	6	22	2
March	6	4	2	6	9	2	35	9	13	1
April	28	0	3	5	7	2	49	5	8	3
May	33	6	9	15	22	3	93	11	22	2
June	29	2	0	12	37	4	110	28	37	1
July	31	1	0	6	30	2	82	17	28	2
August	34	3	0	10	29	2	86	11	26	5
Sept	43	3	4	14	40	7	122	15	31	4
Oct	42	0	8	10	17	14	109	21	30	2
Nov	21	6	0	22	33	9	106	11	34	1
Dec.	342	40	45	115	311	52	1029	154	290	29
total										
2017	325	43	56	93	286	26	908	171	249	31
2018	354	36	38	121	263	26	1094	249	237	40
2019	307	37	31	85	263	19	838	153	216	28
2020	342	40	45	115	311	52	1029	154	290	29
YTD	2017	2018	2019	2020		2020	Zoning	Complaints	154	
Addition	128	62	33	62			Fire	Inspections	160	
Alteration	37	34	8	16			Fire	Violations	85	
Renovation	75	86	28	56		2020	Total	Complaints	All Depts	308
Supplements	40	38	4	45						
New	8	10	3	3		2020	Work	Valuation	Received	\$9,258,795.00
Demo	22	19	6	6		2020	Bldg. Dept.	Total \$		\$205,759
Other	46	92	45	81						
HVAC	No Data	No Data	18	18						
Gas	75	123	38	115						
Oil Tanks	26	12	8	19						
Plumbing	50	45	21	38						
ATF	53	55	37	67						
LWC	15	9	3	3						
Fires				5						

of said bonds, and provision shall be made annually in the budget of the Town by appropriation for (a) the amortization and redemption of the bonds and any notes in anticipation thereof to mature in such year and (b) the payment of interest to be due and payable in such year.

Section 5. Subject to the provisions of this resolution and of the Law and pursuant to the provisions of Section 21.00 of the Law relative to the authorization of the issuance of bonds with substantially level or declining annual debt service, Section 30.00 relative to the authorization of the issuance of bond anticipation notes and Section 50.00 and Sections 56.00 to 60.00 and 168.00 of the Law, the powers and duties of the Town Board as to authorizing bond anticipation notes and prescribing the terms, form and contents and as to the sale and issuance of the bonds herein authorized, and of any bond anticipation notes issued in anticipation of said bonds, and the renewals of said bond anticipation notes, and as to executing contracts for credit enhancements and providing for substantially level or declining annual debt service, are hereby delegated to the Supervisor, the chief fiscal officer of the Town.

Section 6. The validity of the bonds authorized by this resolution, and of any notes issued in anticipation of the sale of said bonds, may be contested only if:

- (a) such obligations are authorized for an object or purpose for which the Town is not authorized to expend money, or
- (b) the provisions of law which should be complied with at the date of the publication of such resolution, or a summary thereof, are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or
- (c) such obligations are authorized in violation of the provisions of the constitution.

Section 7. This bond resolution is subject to a permissive referendum and the Town Clerk is hereby authorized and directed, within ten (10) days after the adoption of this resolution, to publish or cause to be published, in full, in the "*Putnam County Press*," a newspaper having a general circulation in said Town, which newspaper is hereby designated as the official newspaper of the Town for such publication, and to post on the sign board of the Town maintained pursuant to the Town Law, a Notice in substantially the following form:

#### TOWN OF KENT, NEW YORK

PLEASE TAKE NOTICE that on May 4, 2021, the Town Board of the Town of Kent, in the County of Putnam, New York, adopted a bond resolution entitled:

"Bond Resolution of the Town of Kent, New York, adopted May 4, 2021, authorizing the construction of an addition and alternations to the existing 1968 Highway Garage, stating the estimated maximum cost thereof is \$3,210,000, appropriating said amount for such purpose, and authorizing the issuance of bonds of the Town in the principal amount of not to exceed \$3,210,000 to finance said appropriation," an abstract of such bond resolution, concisely stating the purpose and effect thereof, being as follows: FIRST: AUTHORIZING said Town to construct an addition and alternations to the existing 1968 Highway Garage, at the estimated maximum cost of \$3,210,000; STATING the estimated maximum cost thereof, including preliminary costs and costs incidental thereto and the financing thereof, is \$3,210,000; APPROPRIATING said amount for such purpose; STATING the plan of financing includes the issuance of not to exceed \$3,210,000 serial bonds of the Town to finance said appropriation, and the levy of a tax upon all the taxable real property within the Town to pay the principal of said bonds and interest thereon;

SECOND: AUTHORIZING the issuance of not to exceed \$3,210,000 bonds of the Town pursuant to the Local Finance Law of the State of New York (the "Law") to finance said appropriation;

THIRD: DETERMINING and STATING that the period of probable usefulness applicable to the purpose for which said bonds are authorized to be issued is fifteen (15) years; the proceeds of said bonds and any bond anticipation notes issued in anticipation thereof may be applied to reimburse the Town for expenditures made after the effective date of this bond resolution for the purpose for which said bonds are authorized; and the proposed maturity of said bonds will exceed five (5) years;

FOURTH: DETERMINING that said bonds, and any bond anticipation notes issued in anticipation of said bonds, and the renewals of said bond anticipation notes, shall be general obligations of the Town; and PLEDGING to their payment the faith and credit of the Town;

FIFTH: DELEGATING to the Supervisor the powers and duties as to the issuance of said bonds, and any bond anticipation notes issued in anticipation of said bonds, and the renewals thereof, and other related powers; and

SIXTH: DETERMINING that the bond resolution is subject to a permissive referendum.

DATED: May 4, 2021

Kent Lakes, New York

Yolanda Cappelli

Town Clerk

Section 8. The Town Clerk is hereby directed, after said bond resolution shall take effect, to cause said

bond resolution to be published, in summary, in the newspaper referred to in Section 7 hereof, and hereby designated the official newspaper for said publication, together with a Notice in substantially the form as provided by Section 81.00 of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York.

Motion carried unanimously

**Resolution #179 Authorizing Wall Reconstruction, Stating The Estimated Maximum Cost Thereof Is \$175,000, Appropriating Said Amount For Such Purpose, And Authorizing The Issuance Of Bonds Of The Town In The Principal Amount Of Not To Exceed \$175,000 To Finance Said Appropriation**

On the motion by Councilman Ruthven

Seconded by Councilwoman McGlasson

Resolved: Section 1. The Town of Kent, in the County of Putnam, New York (herein called the "Town"), is hereby authorized to undertake wall reconstruction. The estimated maximum cost thereof, including preliminary costs and costs incidental thereto and the financing thereof, is \$175,000 and said amount is hereby appropriated for such purpose. The plan of financing includes the issuance of bonds of the Town in the principal amount of not to exceed \$175,000 to finance said appropriation, and the levy and collection of taxes on all the taxable real property in the Town to pay the principal of said bonds and the interest thereon as the same shall become due and payable.

Section 2. Bonds of the Town in the principal amount of not to exceed \$175,000 are hereby authorized to be issued pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (referred to herein as the "Law"), to finance said appropriation.

Section 3. The period of probable usefulness applicable to the object or purpose for which said bonds are authorized to be issued, within the limitations of Section 11.00 a. 35 of the Law, is ten (10) years.

Section 4. Each of the bonds authorized by this resolution and any bond anticipation notes issued in anticipation of the sale of said bonds shall contain the recital of validity as prescribed by Section 52.00 of the Law and said bonds and any notes issued in anticipation of said bonds shall be general obligations of the Town, payable as to both principal and interest by general tax upon all the taxable real property within the Town. The faith and credit of the Town are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds, and any notes issued in anticipation of the sale of said bonds, and provision shall be made annually in the budget of the Town by appropriation for (a) the amortization and redemption of the bonds and any notes in anticipation thereof to mature in such year and (b) the payment of interest to be due and payable in such year.

Section 5. Subject to the provisions of this resolution and of the Law and pursuant to the provisions of Section 21.00 of the Law relative to the authorization of the issuance of bonds with substantially level or declining annual debt service, Section 30.00 relative to the authorization of the issuance of bond anticipation notes and Section 50.00 and Sections 56.00 to 60.00 and 168.00 of the Law, the powers and duties of the Town Board as to authorizing bond anticipation notes and prescribing the terms, form and contents and as to the sale and issuance of the bonds herein authorized, and of any bond anticipation notes issued in anticipation of said bonds, and the renewals of said bond anticipation notes, and as to executing contracts for credit enhancements and providing for substantially level or declining annual debt service, are hereby delegated to the Supervisor, the chief fiscal officer of the Town.

Section 6. The validity of the bonds authorized by this resolution, and of any notes issued in anticipation of the sale of said bonds, may be contested only if:

- (a) such obligations are authorized for an object or purpose for which the Town is not authorized to expend money, or
- (b) the provisions of law which should be complied with at the date of the publication of such resolution, or a summary thereof, are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or
- (c) such obligations are authorized in violation of the provisions of the constitution.

Section 7. This bond resolution is subject to a permissive referendum and the Town Clerk is hereby authorized and directed, within ten (10) days after the adoption of this resolution, to publish or cause to be published, in full, in the "*Putnam County Press*," a newspaper having a general circulation in said Town, which newspaper is hereby designated as the official newspaper of the Town for such publication, and to post on the sign board of the Town maintained pursuant to the Town Law, a Notice in substantially the following form:

**TOWN OF KENT, NEW YORK**

PLEASE TAKE NOTICE that on May 4, 2021, the Town Board of the Town of Kent, in the County of Putnam, New York, adopted a bond resolution entitled:

"Bond Resolution of the Town of Kent, New York, adopted May 4, 2021, authorizing wall reconstruction, stating the estimated maximum cost thereof is \$175,000, appropriating said amount for such purpose, and authorizing the issuance of bonds of the Town in the principal amount of not to exceed \$175,000 to

finance said appropriation,”

an abstract of such bond resolution, concisely stating the purpose and effect thereof, being as follows:

FIRST: AUTHORIZING said Town to undertake wall reconstruction, at the estimated maximum cost of \$175,000; STATING the estimated maximum cost thereof, including preliminary costs and costs incidental thereto and the financing thereof, is \$175,000; APPROPRIATING said amount for such purpose; STATING the plan of financing includes the issuance of not to exceed \$175,000 serial bonds of the Town to finance said appropriation, and the levy of a tax upon all the taxable real property within the Town to pay the principal of said bonds and interest thereon;

SECOND: AUTHORIZING the issuance of not to exceed \$175,000 bonds of the Town pursuant to the Local Finance Law of the State of New York (the “Law”) to finance said appropriation;

THIRD: DETERMINING and STATING that the period of probable usefulness applicable to the purpose for which said bonds are authorized to be issued is ten (10) years; the proceeds of said bonds and any bond anticipation notes issued in anticipation thereof may be applied to reimburse the Town for expenditures made after the effective date of this bond resolution for the purpose for which said bonds are authorized; and the proposed maturity of said bonds will exceed five (5) years;

FOURTH: DETERMINING that said bonds, and any bond anticipation notes issued in anticipation of said bonds, and the renewals of said bond anticipation notes, shall be general obligations of the Town; and PLEDGING to their payment the faith and credit of the Town;

FIFTH: DELEGATING to the Supervisor the powers and duties as to the issuance of said bonds, and any bond anticipation notes issued in anticipation of said bonds, and the renewals thereof, and other related powers; and

SIXTH: DETERMINING that the bond resolution is subject to a permissive referendum.

DATED: May 4, 2021

Kent Lakes, New York

Yolanda Cappelli

Town Clerk

Section 8. The Town Clerk is hereby directed, after said bond resolution shall take effect, to cause said bond resolution to be published, in summary, in the newspaper referred to in Section 7 hereof, and hereby designated the official newspaper for said publication, together with a Notice in substantially the form as provided by Section 81.00 of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York.

Motion carried unanimously

**Resolution #180 Authorizing The Construction Of Road Improvements, Stating The Estimated Maximum Cost Thereof Is \$1,150,000, Appropriating Said Amount For Such Purpose, And Authorizing The Issuance Of Bonds Of The Town In The Principal Amount Of Not To Exceed \$1,150,000 To Finance Said Appropriation**

On the motion by Councilman Ruthven

Seconded by Councilwoman McGlasson

Resolved: Section 1. The Town of Kent, in the County of Putnam, New York (herein called the “Town”), is hereby authorized to construct road improvements. The estimated maximum cost thereof, including preliminary costs and costs incidental thereto and the financing thereof, is \$1,150,000 and said amount is hereby appropriated for such purpose. The plan of financing includes the issuance of bonds of the Town in the principal amount of not to exceed \$1,150,000 to finance said appropriation, and the levy and collection of taxes on all the taxable real property in the Town to pay the principal of said bonds and the interest thereon as the same shall become due and payable.

Section 2. Bonds of the Town in the principal amount of not to exceed \$1,150,000 are hereby authorized to be issued pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (referred to herein as the “Law”), to finance said appropriation.

Section 3. The period of probable usefulness applicable to the object or purpose for which said bonds are authorized to be issued, within the limitations of Section 11.00 a. 20 (c) of the Law, is fifteen (15) years.

Section 4. Each of the bonds authorized by this resolution and any bond anticipation notes issued in anticipation of the sale of said bonds shall contain the recital of validity as prescribed by Section 52.00 of the Law and said bonds and any notes issued in anticipation of said bonds shall be general obligations of the Town, payable as to both principal and interest by general tax upon all the taxable real property within the Town. The faith and credit of the Town are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds, and any notes issued in anticipation of the sale of said bonds, and provision shall be made annually in the budget of the Town by appropriation for (a) the amortization and redemption of the bonds and any notes in anticipation thereof to mature in such year and (b) the payment of interest to be due and payable in such year.

Section 5. Subject to the provisions of this resolution and of the Law and pursuant to the provisions of

Section 21.00 of the Law relative to the authorization of the issuance of bonds with substantially level or declining annual debt service, Section 30.00 relative to the authorization of the issuance of bond anticipation notes and Section 50.00 and Sections 56.00 to 60.00 and 168.00 of the Law, the powers and duties of the Town Board as to authorizing bond anticipation notes and prescribing the terms, form and contents and as to the sale and issuance of the bonds herein authorized, and of any bond anticipation notes issued in anticipation of said bonds, and the renewals of said bond anticipation notes, and as to executing contracts for credit enhancements and providing for substantially level or declining annual debt service, are hereby delegated to the Supervisor, the chief fiscal officer of the Town.

Section 6. The validity of the bonds authorized by this resolution, and of any notes issued in anticipation of the sale of said bonds, may be contested only if:

- (a) such obligations are authorized for an object or purpose for which the Town is not authorized to expend money, or
- (b) the provisions of law which should be complied with at the date of the publication of such resolution, or a summary thereof, are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or
- (c) such obligations are authorized in violation of the provisions of the constitution.

Section 7. This bond resolution is subject to a permissive referendum and the Town Clerk is hereby authorized and directed, within ten (10) days after the adoption of this resolution, to publish or cause to be published, in full, in the "Putnam County Press," a newspaper having a general circulation in said Town, which newspaper is hereby designated as the official newspaper of the Town for such publication, and to post on the sign board of the Town maintained pursuant to the Town Law, a Notice in substantially the following form:

TOWN OF KENT, NEW YORK

PLEASE TAKE NOTICE that on May 4, 2021, the Town Board of the Town of Kent, in the County of Putnam, New York, adopted a bond resolution entitled:

"Bond Resolution of the Town of Kent, New York, adopted May 4, 2021, authorizing the construction of road improvements, stating the estimated maximum cost thereof is \$1,150,000, appropriating said amount for such purpose, and authorizing the issuance of bonds of the Town in the principal amount of not to exceed \$1,150,000 to finance said appropriation,"

an abstract of such bond resolution, concisely stating the purpose and effect thereof, being as follows:

FIRST: AUTHORIZING said Town to construct road improvements, at the estimated maximum cost of \$1,150,000; STATING the estimated maximum cost thereof, including preliminary costs and costs incidental thereto and the financing thereof, is \$1,150,000; APPROPRIATING said amount for such purpose; STATING the plan of financing includes the issuance of not to exceed \$1,150,000 serial bonds of the Town to finance said appropriation, and the levy of a tax upon all the taxable real property within the Town to pay the principal of said bonds and interest thereon;

SECOND: AUTHORIZING the issuance of not to exceed \$1,150,000 bonds of the Town pursuant to the Local Finance Law of the State of New York (the "Law") to finance said appropriation;

THIRD: DETERMINING and STATING that the period of probable usefulness applicable to the purpose for which said bonds are authorized to be issued is fifteen (15) years; the proceeds of said bonds and any bond anticipation notes issued in anticipation thereof may be applied to reimburse the Town for expenditures made after the effective date of this bond resolution for the purpose for which said bonds are authorized; and the proposed maturity of said bonds will exceed five (5) years;

FOURTH: DETERMINING that said bonds, and any bond anticipation notes issued in anticipation of said bonds, and the renewals of said bond anticipation notes, shall be general obligations of the Town; and PLEDGING to their payment the faith and credit of the Town;

FIFTH: DELEGATING to the Supervisor the powers and duties as to the issuance of said bonds, and any bond anticipation notes issued in anticipation of said bonds, and the renewals thereof, and other related powers; and

SIXTH: DETERMINING that the bond resolution is subject to a permissive referendum.

DATED: May 4, 2021

Kent Lakes, New York

Yolanda Cappelli

Town Clerk

Section 8. The Town Clerk is hereby directed, after said bond resolution shall take effect, to cause said bond resolution to be published, in summary, in the newspaper referred to in Section 7 hereof, and hereby designated the official newspaper for said publication, together with a Notice in substantially the form as provided by Section 81.00 of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York.

Motion carried unanimously



**Resolution #181 Authorizing The Acquisition Of Various Highway Equipment, Stating The Estimated Maximum Cost Thereof Is \$470,000, Appropriating Said Amount For Such Purpose, And Authorizing The Issuance Of Bonds Of The Town In The Principal Amount Of Not To Exceed \$470,000 To Finance Said Appropriation**

On the motion by Councilman Ruthven

Seconded by Councilwoman McGlasson

Resolved: Section 1. The Town of Kent, in the County of Putnam, New York (herein called the "Town"), is hereby authorized to acquire various highway equipment. The estimated maximum cost thereof, including preliminary costs and costs incidental thereto and the financing thereof, is \$470,000 and said amount is hereby appropriated for such purpose. The plan of financing includes the issuance of bonds of the Town in the principal amount of not to exceed \$470,000 to finance said appropriation, and the levy and collection of taxes on all the taxable real property in the Town to pay the principal of said bonds and the interest thereon as the same shall become due and payable.

Section 2. Bonds of the Town in the principal amount of not to exceed \$470,000 are hereby authorized to be issued pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (referred to herein as the "Law"), to finance said appropriation.

Section 3. The period of probable usefulness applicable to the object or purpose for which said bonds are authorized to be issued, within the limitations of Section 11.00 a. 28 of the Law, is fifteen (15) years.

Section 4. Each of the bonds authorized by this resolution and any bond anticipation notes issued in anticipation of the sale of said bonds shall contain the recital of validity as prescribed by Section 52.00 of the Law and said bonds and any notes issued in anticipation of said bonds shall be general obligations of the Town, payable as to both principal and interest by general tax upon all the taxable real property within the Town. The faith and credit of the Town are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds, and any notes issued in anticipation of the sale of said bonds, and provision shall be made annually in the budget of the Town by appropriation for (a) the amortization and redemption of the bonds and any notes in anticipation thereof to mature in such year and (b) the payment of interest to be due and payable in such year.

Section 5. Subject to the provisions of this resolution and of the Law and pursuant to the provisions of Section 21.00 of the Law relative to the authorization of the issuance of bonds with substantially level or declining annual debt service, Section 30.00 relative to the authorization of the issuance of bond anticipation notes and Section 50.00 and Sections 56.00 to 60.00 and 168.00 of the Law, the powers and duties of the Town Board as to authorizing bond anticipation notes and prescribing the terms, form and contents and as to the sale and issuance of the bonds herein authorized, and of any bond anticipation notes issued in anticipation of said bonds, and the renewals of said bond anticipation notes, and as to executing contracts for credit enhancements and providing for substantially level or declining annual debt service, are hereby delegated to the Supervisor, the chief fiscal officer of the Town.

Section 6. The validity of the bonds authorized by this resolution, and of any notes issued in anticipation of the sale of said bonds, may be contested only if:

- (a) such obligations are authorized for an object or purpose for which the Town is not authorized to expend money, or
- (b) the provisions of law which should be complied with at the date of the publication of such resolution, or a summary thereof, are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or
- (c) such obligations are authorized in violation of the provisions of the constitution.

Section 7. This bond resolution is subject to a permissive referendum and the Town Clerk is hereby authorized and directed, within ten (10) days after the adoption of this resolution, to publish or cause to be published, in full, in the "Putnam County Press," a newspaper having a general circulation in said Town, which newspaper is hereby designated as the official newspaper of the Town for such publication, and to post on the sign board of the Town maintained pursuant to the Town Law, a Notice in substantially the following form:

**TOWN OF KENT, NEW YORK**

PLEASE TAKE NOTICE that on May 4, 2021, the Town Board of the Town of Kent, in the County of Putnam, New York, adopted a bond resolution entitled:

"Bond Resolution of the Town of Kent, New York, adopted May 4, 2021, authorizing the acquisition of various highway equipment, stating the estimated maximum cost thereof is \$470,000, appropriating said amount for such purpose, and authorizing the issuance of bonds of the Town in the principal amount of not to exceed \$470,000 to finance said appropriation,"

an abstract of such bond resolution, concisely stating the purpose and effect thereof, being as follows:

FIRST: AUTHORIZING said Town to acquire various highway equipment, at the estimated maximum cost of \$470,000; STATING the estimated maximum cost thereof, including preliminary costs and costs incidental thereto and the financing thereof, is \$470,000; APPROPRIATING said amount for such

purpose; STATING the plan of financing includes the issuance of not to exceed \$470,000 serial bonds of the Town to finance said appropriation, and the levy of a tax upon all the taxable real property within the Town to pay the principal of said bonds and interest thereon;

SECOND: AUTHORIZING the issuance of not to exceed \$470,000 bonds of the Town pursuant to the Local Finance Law of the State of New York (the "Law") to finance said appropriation;

THIRD: DETERMINING and STATING that the period of probable usefulness applicable to the purpose for which said bonds are authorized to be issued is fifteen (15) years; the proceeds of said bonds and any bond anticipation notes issued in anticipation thereof may be applied to reimburse the Town for expenditures made after the effective date of this bond resolution for the purpose for which said bonds are authorized; and the proposed maturity of said bonds will exceed five (5) years;

FOURTH: DETERMINING that said bonds, and any bond anticipation notes issued in anticipation of said bonds, and the renewals of said bond anticipation notes, shall be general obligations of the Town; and PLEDGING to their payment the faith and credit of the Town;

FIFTH: DELEGATING to the Supervisor the powers and duties as to the issuance of said bonds, and any bond anticipation notes issued in anticipation of said bonds, and the renewals thereof, and other related powers; and

SIXTH: DETERMINING that the bond resolution is subject to a permissive referendum.

DATED: May 4, 2021

Kent Lakes, New York

Yolanda Cappelli

Town Clerk

Section 8. The Town Clerk is hereby directed, after said bond resolution shall take effect, to cause said bond resolution to be published, in summary, in the newspaper referred to in Section 7 hereof, and hereby designated the official newspaper for said publication, together with a Notice in substantially the form as provided by Section 81.00 of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York.

Motion carried unanimously

**Resolution #182 Hire Seasonal Park Maintenance Workers for Lake Carmel Park District**

On the motion by Councilwoman McGlasson

Seconded by Councilman Ruthven

Resolved: WHEREAS, by Resolution No. 163 dated April 20, 2021, the Town of Kent Town Board authorized the hiring of Joshua Garrett as a Seasonal Park Maintenance Worker for the Lake Carmel Park District ("LCPD") to commence mid-May, and authorized the hiring of Abilio Saraiva Rego as a Seasonal Park Maintenance Worker for the LCPD to commence in mid-June; and

WHEREAS, by email dated April 26, 2021, Heidi Link, Lake Carmel Park District Clerk, has advised the Town Board that Mr. Garret is not available to commence employment until Mid-June and Mr. Rego is available as of May 1, 2021; and

WHEREAS, the Town Board wishes to rescind Resolution #163 dated April 20, 2021 and authorize the hiring of Mr. Garret commencing mid-June through and including September 3<sup>rd</sup> at a rate of \$12.50 per hour; and Mr. Rego effective immediately through and including September 3<sup>rd</sup> at the rate of \$12.50 per hour to fill the seasonal positions;

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Kent hereby authorizes the hiring of Mr. Garrett and Mr. Rego, as Seasonal Park Maintenance Workers for the LCPD as further detailed above.

Motion carried unanimously

**Resolution #183 Accepting Proposal for Lake Tibet Hydro Raking**

On the motion by Councilman Denbaum

Seconded by Councilwoman McGlasson

Resolved: WHEREAS, the Town Board of the Town of Kent has been advised there is a need for hydro-raking of Lake Tibet (Park District #2); and

WHEREAS, in accordance with the Town's Procurement Policy, the Town requested three proposals from companies which provide this specialized service, and received one proposal, a copy of which is annexed hereto and incorporated herein by reference; and

WHEREAS, Solitude Lake Management has submitted the sole and therefore lowest proposal in the total amount of \$14,000; and

WHEREAS, the Town Board of the Town of Kent wishes to accept the proposal submitted by Solitude Lake Management;

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Kent hereby approves the hydro raking of Lake Tibet by Solitude Lake Management for the price set forth on the proposal annexed hereto in the amount of \$14,000; and

BE IT FURTHER RESOLVED, that the Town Supervisor is hereby authorized and directed to execute



## **SERVICES CONTRACT**

CUSTOMER NAME: Lake Tibet Property Owners Association Inc.  
PROPERTY NAME: Lake Tibet, Town of Kent, Putnam, NY - Park District No. 2  
CONTRACT DATE: April 2, 2021  
SUBMITTED BY: Bethany Thompson, Business Development Consultant  
SPECIFICATIONS: Hydro Raking Service for the Removal of Aquatic Vegetation

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

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

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

**Maureen Fleming**

---

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

**TOWN OF KENT NOTICE****THIS EMAIL IS FROM AN EXTERNAL SENDER!**

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

Hi Maureen,

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

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

Let me know if you need any other information!

Thanks much,  
Liz Baird

*Advisory Committee*

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



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

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

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

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

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

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

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### **SCHEDULE A - MECHANICAL SERVICES**

#### **Solitude Scope of Work:**

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

#### **Fee Breakdown:**

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

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

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

#### **Customer Responsibilities:**

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

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

General Qualifications:

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

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any and all agreements and other documents necessary to give effect to this Resolution.  
 Motion carried unanimously

**Resolution #184 Authorizing Correction of Violations, Acceptance of Proposal, And Charge to Property Owners**

On the motion by Councilwoman McGlasson  
 Seconded by Councilman Ruthven  
 Resolved: WHEREAS, the Code Enforcement Officer of the Town of Kent issued an Order to Remedy a Violation (the "Order to Remedy") directing the removal of rubbish, excess weed, grass and brush growth from the following properties:

- 278 Lakeshore Drive E. Tax Map 33.26-1-46;
- 236 Lakeshore Drive E. Tax Map 33.34-1-24;
- 29 Hilltop Ct. Tax Map 31.5-1-19; and

WHEREAS, the Order to Remedy requires each owner to correct the violations or respond to the Code Enforcement Office within ten days and, to date, the owners of the Properties have not responded; and

WHEREAS, pursuant to Chapter 55A of the Town Code of the Town of Kent regarding "Property Maintenance", upon the failure of any owner to comply, the Building Inspector is authorized to correct a violation subject to the approval of the Town Board; and the Town Board wishes to authorize the Building Inspector to correct the violations; and

WHEREAS, consistent with the Town's Procurement Policy, the Town of Kent requested three written proposals from contractors to correct the violations on the Properties and received one proposal in response, copies of which are annexed hereto and incorporated by reference; and

WHEREAS, the Town Board wishes to accept the sole and therefore lowest proposals submitted on the properties as further outlined below:

278 Lakeshore Drive E.	JB Affordable Lawn Care	\$250;
236 Lakeshore Drive E.	JB Affordable Lawn Care	\$250;
29 Hilltop Ct.	FI Adams Inc.	\$1000; and

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Kent hereby accepts the proposals of JB Affordable Lawn Care and FI Adams Inc. as described above for a total cost not to exceed \$1,500; and

BE IT FURTHER RESOLVED that the actual cost of the correction of the violation, plus the accrued legal rate of interest from the date of completion of the work, shall be charged to the property owners by the Town in accordance with Chapter 55A-12 (B).

Motion carried unanimously

**Resolution #185 Accepting Quote For Repair of the Fencing at Town Hall**

On the motion by Councilwoman McGlasson  
 Seconded by Supervisor Fleming  
 Resolved: WHEREAS, consistent with the Town's Procurement Policy, the Town requested quotes for repairs of the fencing around Town Hall and received two quotes in response to the request, copies of which are attached hereto and incorporated by reference herein;

WHEREAS, the Town Board wishes to accept the quote and award the work to Duke Fence who submitted the lowest quote in the aggregate amount of \$2,210 for repairing the fencing around the Town Hall;

NOW THEREFORE, BE IT RESOLVED, the Town Board of the Town of Kent hereby authorizes Duke Fence to repair the fencing around the Town Hall for an amount not to exceed \$2,210; and it is

FURTHER RESOLVED, that the Town Board of the Town of Kent hereby authorizes and directs the Supervisor to execute any and all documents necessary to give effect to this resolution.

Motion carried unanimously

**Resolution #186 Authorizing The Town To Apply For NYS Hudson River Valley Greenway-Community Grant Town Of Kent County Of Putnam, State Of New York**

On the motion by Councilwoman McGlasson  
 Seconded by Councilman Ruthven  
 Resolved: WHEREAS, the Town Board is in receipt of information regarding the New York State Hudson River Valley Greenway Community Grants Program and wishes to authorize the Town Supervisor to apply for a grant under the program;

NOW THEREFORE, BE IT RESOLVED that the Town Board of the Town of Kent hereby authorizes the Town Supervisor to apply for a NYS Hudson River Valley Greenway Community Grant; and it is

FURTHER RESOLVED, that the Town Board of the Town of Kent hereby authorizes and directs the

Supervisor to execute any and all documents necessary to give effect to this resolution.  
Motion carried unanimously

**Resolution #187 Authorizing Contract with ESI Group**

On the motion by Councilman Ruthven  
Seconded by Councilwoman McGlasson

Resolved: WHEREAS, the Town of Kent previously entered into a contract with ESI Group to provide an Employee Assistance Program and required DOT Substance Abuse Evaluations; and

WHEREAS, the Town Board wishes to renew its agreement through May 31, 2022 at the annual cost of \$3,675 for employee assistance and a cost of \$850 per DOT Substance Abuse Evaluation; and

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Kent hereby authorizes and approves the renewal agreement with ESI; and

BE IT FURTHER RESOLVED, that the Town Supervisor is hereby authorized and directed to execute any and all agreements and other documents necessary to give effect to this Resolution, consistent with the terms hereof.

UPON ROLL CALL VOTE:

Supervisor Fleming: aye                                      Councilwoman McGlasson: aye  
Councilman Ruthven: aye                                      Councilman Huestis: aye

Councilman Denbaum: nay, he has gone back and forth on this for the past couple of years. Stated it is nothing against this particular company but with everything going on a lot of small businesses struggling to pinch every penny he does not think it is necessarily fair that our taxpayers should be paying for town employees to get benefits that maybe they cannot afford themselves.

VOTE: RESOLUTION CARRIED BY A VOTE OF 4 TO 1 ABSTAIN 0  
Motion carried

**Resolution #188 Approving Settlement Of Tax Certiorari Proceeding In The Matter Of The Application Of ACML, Inc.v.The Town Of Kent**

On the motion Councilwoman McGlasson  
Seconded by Councilman Ruthven

Resolved: WHEREAS, the Town of Kent is currently a party respondent in a certain tax certiorari proceeding entitled ACML INC. V. TOWN OF KENT, ET AL, currently pending in the Supreme Court, State of New York, County of Putnam bearing index number 1016/2020 (the "Proceeding"), and

WHEREAS, Petitioners in this proceeding are contesting the total assessed valuation of premises shown on the Kent Tax Map as Section 22.81, Block 1, Lot 7 as listed on the 2020 Assessment Roll; and

WHEREAS, a proposed settlement of the Proceeding has been negotiated by and among the Assessor of the Town of Kent, the Kent Town Attorney and Counsel to Petitioner, and the Town Assessor has recommend acceptance and approval of the proposed settlement, the terms of which are set forth in a proposed Consent Judgment, a full and complete copy of which is annexed hereto and hereby made a part hereof; and

WHEREAS, the Assessor of the Town of Kent and the property owner have agreed to settle the Proceeding by reducing the assessed valuation of the subject premises as follows:

Assessment	Original	Reduced
<u>Roll Year</u>	<u>Assessment</u>	<u>Assessment</u>
2020	178,900	85,000

and,

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Kent hereby approves and ratifies the settlement of the Proceeding as recommended by the Town Assessor as set forth above; and

BE IT FURTHER RESOLVED, that Jamie Spillane, Esq. of the Firm of Hogan & Rossi, the Kent Town Attorney, or any other member of said Firm, is hereby authorized and directed to sign, on behalf of the Town of Kent, said Consent Judgment in the form annexed hereto or, if hereinafter modified or amended, in such form as may be deemed satisfactory to the Town Attorney.  
Motion carried unanimously

**Resolution #189 Approving Agreement Fireworks Extravaganza**

On the motion by Councilman Ruthven  
Seconded by Councilwoman McGlasson

Resolved: WHEREAS, the Town of Kent is in receipt of a proposed agreement with Fireworks Extravaganza for the annual Fourth of July Fireworks Display sponsored by the Town of Kent on June 26, 2021; and

WHEREAS, the fee for the fireworks display is \$10,000 and the agreement requires a deposit of \$5,000 in order to secure the fireworks display and date; and



## **CODE ENFORCEMENT**

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

**April 28, 2021**

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

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

**Locations requiring correction:**

**236 Lakeshore Drive E:**

**278 Lakeshore Drive E:**

**The following proposals have been submitted:**

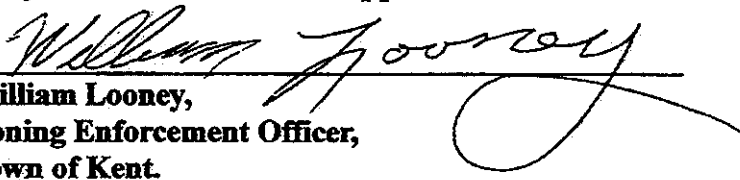
**J.B. Affordable Lawn Care \$500.00**

**Rhona Landscapping Inc. Failed to submit a bid.**

**Dirt and Demo Inc. Failed to submit a bid**

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

**For your consideration and approval.**

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

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

**April 26, 2021**

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

**Proposal for lawn and brush cuts.**

**236 Lakeshore Drive E. \$250.00**

**278 Lakeshore Drive E. \$250.00**

**Thank You,**  
**James Bennett,**  
**President**



## **CODE ENFORCEMENT**

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

**May 03, 2021**

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

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

**Locations requiring correction:  
29 Hilltop Court:**

**The following proposals have been submitted:**

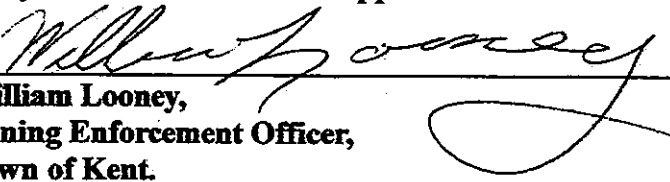
**F. Adams, Inc. \$1000.00**

**Local Boys Junk Removal Failed to submit a bid.**

**Dirt and Demo Inc. Failed to submit a bid**

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

**For your consideration and approval.**

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

610 Route 292

Holmes, NY 12531 Fiadamsinc@gmail.com

(845)-855-3733 (914)760-8959

## *FI Adams, Inc.*

### Estimate

For: Town Of Kent  
kentcodes@gmail.com  
29 Hilltop Ct  
Carmel, NY. 10512

Estimate No: 375  
Date: 04/17/2021

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



**Tamara Harrison**

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**From:** Duke Fence <jdukefence@gmail.com>  
**Sent:** Sunday, March 21, 2021 4:06 PM  
**To:** Tamara Harrison  
**Subject:** Fence repair estimate

**TOWN OF KENT NOTICE**

**THIS EMAIL IS FROM AN EXTERNAL SENDER!**

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

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

**Town of Kent  
 25 Sybil's Crossing  
 Kent , NY. 10512  
 845 225 5130**

**tharrison@townofkentny.gov**

\*\*\*\*\*  
 \*\*\*\*\*

**FENCE REPAIR ESTIMATE MARCH 19, 2021**

**Kent Town Hall:**

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

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

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

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

**Cost \$160.00.**

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

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

**Thank you,**

**Joe Duke**



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

OFFICE & WAREHOUSE : 34 ROUTE 118, BALDWIN PLACE, NY 10505

MAILING ADDRESS : PO BOX 186, BALDWIN PLACE, NY

March 29, 2021

Town of Kent  
25 Sybil's Crossing  
Kent NY

845-306-5611 Adam  
tharrison@townofkentny.gov

### Supply and Install

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

Labor and materials \$4500

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

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

SUB TOTAL : \$4500  
TAX : Exempt  
TOTAL : \$4500  
  
DEPOSIT : purchase order  
  
BALANCE : \$4500

CARD TYPE \_\_\_\_\_ NUMBER \_\_\_\_\_ EXP. \_\_\_\_\_ CODE \_\_\_\_\_

CHECK # \_\_\_\_\_ DATE RECEIVED : \_\_\_\_\_ CHECK # \_\_\_\_\_ DATE RECEIVED : \_\_\_\_\_ NOTES : \_\_\_\_\_

Authorized Signature: *John Mackey*

Customer Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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

## TERMS AND CONDITIONS OF CONTRACT

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

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

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

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

PRESENT:

Hon. **VICTOR GROSSMAN**,  
Justice.

-----X

In the Matter of the Application of  
ACML INC.,

**INDEX NO.:** 01016/2020

Petitioner,

-against-

**CONSENT ORDER &  
JUDGMENT**

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

Respondents,

-----X

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

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



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

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

and so reduced and confirmed, it is further

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

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

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





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

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

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

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



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

E N T E R

\_\_\_\_\_  
Hon.

**VICTOR GROSSMAN, J.S.C.**

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

ACML INC.

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

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



WHEREAS, the Town Board of the Town of Kent has determined that the agreement is in the best interests of the Town and desires to enter into the agreement;

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Kent hereby approves the Agreement with Fireworks Extravaganza in the form annexed hereto and authorizes payment of the fee for the display in an amount not to exceed \$10,000, which includes a \$5,000 deposit to Fireworks Extravaganza; and

BE IT FURTHER RESOLVED, that the Town Board of the Town of Kent hereby authorizes the Supervisor to execute any and all documents necessary to give effect to this resolution.

Motion carried unanimously

**Resolution #190 Approval of Vouchers and Claims**

On the motion Councilman Huestis

Seconded by Councilman Ruthven

Resolved: All vouchers and claims received from:

MAY 4, 2021		
Cardmember Services	\$10,549.27	Credit Card
City Carting	\$16,380.03	Lake Carmel Garbage
	\$7,346.85	
Custom Bandag	\$5,256.36	Tires
	\$5,039.57	
Deere Credit, Inc.	\$55,704.85	John Deere Lease
Hogan & Rossi	\$5,416.63	Legal Services: May
H.O. Penn Machinery Co.	\$3,652.80	Truck Parts
Millennium Strategies	\$2,250.00	Grant Services
NYSEG	\$2,150.84	Electric: Police Dept.
	\$2,030.44	Electric: Water District #1
	\$2,801.01	Electric: Water District #2
	\$4,421.19	Electric: Ryan's Park
Portadam, Inc.	\$8,975.00	Bridge Work Rental
Royal Carting	\$4,506.30	Recycling Garbage
State Comptroller	\$51,367.00	Justice Court Fines & Fees
Woodard & Curran	\$12,380.00	Palmer Lake Project
May be paid.		

Motion carried unanimously

**Announcements:**

- Councilman Huestis thanked Dan and Christine Woolley for their beautification of Farmers Mills, Joan Newman for Farmers Mills and N. Horsepound triangle, the Ruthven's are taking over the Ludingtonville Road/Route 52 with the Girl Scouts, Walt Rechter for the Route 52/311 triangle and Towner's Road gateway and Maureen Galoway Perrotti for Huestis Park beautification.
- Supervisor Fleming announced that the Carmel Central School District Budget and Board Member election are on May 18<sup>th</sup>. There is a meet the candidates night on May 11<sup>th</sup>.

**Public Comment:**

Sue Kotzur asked the board if there is any plans for discussion on the new marijuana dispensaries that NYS has approved. Supervisor Fleming stated that she has emailed the board information and they are planning of putting it on the next town board agenda for discussion.

**Resolution #191 Adjourn to Executive Session**

On the motion by Councilman Huestis

Seconded by Councilman Ruthven

Resolved: Town board adjourned to executive session at 8:25 p.m.

Motion carried unanimously

**Resolution #192 Adjourn Executive Session**

On the motion by Supervisor Fleming

Seconded by Councilwoman McGlasson

Resolved: Town board adjourned executive session at 8:45 p.m.

Motion carried

Respectfully submitted:

Lauren Louderback

Deputy Town Clerk

# Fireworks Extravaganza

Federal ATF Licensed Fireworks Importer License #8-NJ-00310  
US DOT Hazardous Materials Carrier DOT#2064141  
MD Explosive Dealer License #W-016  
NY State Dealer/Manufacturer License #D-5741  
NJ Permit to Use Explosives License #003309  
NYC Fireworks Contractor — Certificate of Fitness #E11917

*Worldwide Experience in Pyrotechnics - Since 1995*

**1-800-765-BANG** (2264) • 206-202-1544 FAX  
121 GERTRUDE AVE • PARAMUS, NJ 07652



Hanover Germany 2009 International  
Competition first place.

[www.fwextravaganza.com](http://www.fwextravaganza.com)

## CONTRACT

This contract and agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2020,  
by and between **J&J Computing, Inc. d/b/a Fireworks Extravaganza** located at 121 Gertrude  
Avenue, Paramus, NJ 07652.

And

**Maureen Fleming** representing the **Town of Kent** whose address is 25 Sybil's Crossing,  
Kent Lakes, NY 10512 hereinafter referred to as the **Sponsor**.

**WHEREAS**, the parties have entered into an agreement relating to the sale and/or display of  
fireworks which they desire to have set forth in writing:

**NOW, THEREFORE**, the parties agree as follows:

1. That **FIREWORKS EXTRAVAGANZA** intends to sell and/or display fireworks only to  
appropriately authorized individuals.
2. The **Sponsor** agrees to pay a display price **TEN THOUSAND DOLLARS (\$10,000)** for the  
display agreed upon. **FIREWORKS EXTRAVAGANZA** Will provide the display on **6.26.2021** at **East  
Lakeshore Drive, Carmel, NY 10512..** It is agreed that the sponsor and Fireworks Extravaganza  
will work together on timing and scheduling of the display time.
3. Upon signing of this agreement, **Sponsor** agrees to pay a sum of 50% of the total cost of the  
display in the amount of **FIVE THOUSAND DOLLARS (\$5,000)** with the balance of **FIVE  
THOUSAND (\$5000)** due on the day of the display.
4. **Sponsor** agrees to maintain a secure site which meets NFPA 1123, 2010 distance  
requirements (70' per inch of shell diameter), as defined by Fireworks Extravaganza and  
Sponsor's local Fire Authority and to provide proper police/crowd security personnel to  
insure adequate patrol of this site as marked and secured by the Sponsor until **FIREWORKS  
EXTRAVAGANZA** advises that the security is no longer necessary. **Sponsor** also agrees to  
furnish proper parking supervision.
5. **FIREWORKS EXTRAVAGANZA** reserves the right to terminate the display being exhibited by  
**FIREWORKS EXTRAVAGANZA** in the event persons, vehicles or animals enter the secured safety  
zone and security is unable or unwilling to remove them and enforce the safety regulations.
6. **SPONSOR** will have the display site approved and permit application signed by the local Fire  
Authority having jurisdiction. In addition, **Sponsor** will have available at the display site Fire  
and/or other local Emergency Response Personnel as required by county and/or state  
authority.





6b. **SPONSOR** will be responsible for all costs incurred to have the display site and permit application signed and approved by the local authoritative body, policing agencies and emergency response personnel that are required by the local authority having jurisdiction.

7a. In the event of inclement weather, the display will be rescheduled to **7.10.2020**. There will be a postponement fee of Fifteen percent (15%) of the total contract price if the display has left the warehouse. If the **SPONSOR** notified **FIREWORKS EXTRAVAGANZA** of postponement prior to display leaving warehouse the postponement fee will be Five percent (5%) of the total contract price but no less than **TWO HUNDRED AND FIFTY DOLLARS (\$250.00)**. In the event of a cancellation of the display Prior to show day, there will be a cancellation fee of Twenty-five percent (25%) of the total contract price. In the event the show is cancelled on show day the complete contract is due.

7b. In the event of excessive safety risks and factors, extraordinary circumstances or inclement weather which may cause the start of the display to be altered from the agreed upon time, every effort will be made by **FIREWORKS EXTRAVAGANZA** to perform the display at the **Sponsor's** request. Once the display has been setup and the fireworks loaded, only **FIREWORKS EXTRAVAGANZA** and/or the Authority Having Jurisdiction shall have the right to advance or delay the start of the display, or cancel it if it is deemed necessary. Demands for cancellation by the Sponsor once the display is ready for firing will result in 100% of the contract amount invoiced.

8. **FIREWORKS EXTRAVAGANZA**, upon acceptance of this contract in writing by both parties, agrees to fulfill the contract in a safe, professional, and workmanlike manner and further to provide liability insurance coverage in the amount of **FIVE MILLION DOLLARS (\$5,000,000.00)**. Those entities/individuals listed on the certificate of insurance shall be deemed an additional insured per this contract.

9. **FIREWORKS EXTRAVAGANZA** reserves the right to substitute shells or other pyrotechnic devices with like items of equal or greater value in the event substitution is required.

10. **FIREWORKS EXTRAVAGANZA** shall be responsible for all labor to dig mortar holes, set up display pieces and finale racks and to dismantle, clean up and collect debris, including unfired pyrotechnic devices if any, caused by the display the evening of the display. **Sponsor** will be responsible for a thorough search for post display debris, including unfired pyrotechnic devices, if any, and policing of area at first light following exhibition.

11. Except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of the town, **FIREWORKS EXTRAVAGANZA** shall indemnify and hold harmless The Town, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees and disbursements, and/or loss arising directly out of the acts of omissions hereunder by **FIREWORKS EXTRAVAGANZA**, its employees or third parties under the direction of control of the Contractor. **FIREWORKS EXTRAVAGANZA** will restore any property damage by the fireworks display to the satisfaction of the Town

**IN WITNESS WHEREOF**, we set our hands and seals to this agreement in duplicate the day and year first above written.

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Town Of Kent  
Maureen Fleming , Town Supervisor

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**FIREWORKS EXTRAVAGANZA**  
John Sagaria, President

