

**TOWN OF KENT
TOWN BOARD MEETING
Tuesday, June 15, 2021**

Executive Session: 6:00 p.m.

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

Kent Police Department Promotion Ceremony: 7:00 p.m.

Public Hearing:

Marihuana Regulation & Taxation Act

Workshop/Meeting:

1. Pledge of Allegiance
2. Roll Call
3. Discussion and/or Vote on the following:
 - a. Recycling Center – fencing repairs
 - b. Sewer District – contract for repairs
 - c. LCPD – hiring of lifeguards, proposed Town Code changes
 - d. Code Enforcer – correction of violations at TM# 22.66-2-10, TM#33.65-1-36, TM# 22.58-1-35, TM# 33.58-1-34, TM# 33.42-2-26
 - e. Planning – resignation of member and advertise for new members
 - f. Prism Contract
 - g. High Hazard Dam Rehabilitation Grant resolution
 - h. Putnam County Hazard Mitigation Plan
 - i. ServePro Contract
 - j. American Tower Proposed Sublease Agreement
 - k. Endpoint Detection and Response Software
 - l. Approval of Vouchers and Claims
4. Announcements
5. Public Comment

TOWN BOARD MEETING JUNE 15, 2021

A regular Town Board Meeting was held on Tuesday, June 15, 2021 at 6:00 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 under Video's on Demand.

Resolution #212 - Adjourn to Executive Session

On a motion by Supervisor Fleming

Seconded by Councilwoman Ruthven

Resolved: At 6:04 p.m. the Town Board adjourned to Executive Session to discuss proposed, pending or current litigation and the medical, financial, credit or employment history of a particular person or corporation or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation.

Motion carried unanimously

RESOLUTION #213 - APPROVING HIRING OF DETECTIVE FOR KENT POLICE DEPARTMENT

INTRODUCED BY: Supervisor Fleming

SECOND BY: Councilman Ruthven

Councilman Huestis - Abstained

WHEREAS, there is currently a vacancy in the Town of Kent Police Department for a detective; and

WHEREAS, Chief Owens has recommended the appointment of Officer Dan Huestis to fill the vacant detective position; and

WHEREAS, the Town Board wishes to accept the recommendation of Chief Owens;

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Kent hereby appoints Dan Huestis as Detective in the Town of Kent Police Department.
Motion carried

Resolution #214 - Adjourn Executive Session

On a motion by Supervisor Fleming

Seconded by Councilwoman McGlasson

Resolved: Executive Session adjourned at 7:05 P.m.

Motion carried unanimously

Kent Police Department Promotion Ceremony

Supervisor Fleming said they had an Executive Session and a vote was taken to promote Police Officer Daniel Huestis to Detective that passed. She usually has the pleasure of Swearing in but this evening our Deputy Supervisor Bill Huestis will be swearing in his son. There was a round of applause after Daniel took his Oath of Office given by his father.

Resolution #215 - Open Public Hearing – Marihuana Regulation & Taxation Act

On a motion by Supervisor Fleming

Seconded by Councilwoman McGlasson

Resolved: The Public Hearing on the Marihuana Regulation & Taxation Act was opened.

Motion carried unanimously

Supervisor Fleming explained Marihuana is legal throughout the State. Towns, Villages, Cities and Counties have the power to decide whether or not to allow retail dispensaries within their locale. If towns, villages, cities and counties decide they want to opt out they have to do so before December 31, 2021 otherwise they don't have the availability after that date. If a town does opt out before December 31 there is always the possibility to opt in if they desire after December 31st. The board thought it an important issue to deal with now because the law allows if a board opts out a permissive referendum can be forced by petition. If done now it would be on the November ballot rather than a Special Election. Councilman Ruthven does not agree with the State law, but he does have within his power to control and will vote to opt out, having a dispensary within the Town of Kent and on site consumptions sites is a bad idea. He has thought about it for weeks. It sets a bad example for our town that we would promote this type of behavior whether legal in the State or not. It's a bad idea for our children and our commercial area. He has heard nothing good that will change his mind, it is a bad decision for Kent to allow.

Councilman Huestis is a 15 year member of Community Cares Council, working with the community. He said the Cannabis Board is not operational, how can we opt in without rules and regulations in place. He is concerned about young adults living near the radius of a dispensary, the addiction to marihuana and further addiction to opioids. He said there are probably pros and cons but urged all to look at Colorado

TOWN BOARD MEETING JUNE 15, 2021

and California and the problems. He said the cost of the problems outweighs the profit. He said he will vote to opt out, you can always opt back in. He said he and his wife had been Foster Parents and have seen problems first hand. Three of his four sons are in law enforcement he hears what goes on. Supervisor Fleming said she has spoken too many on the issue, and did not receive much correspondence on it. Initially her position was the board should push for a referendum instead of opting out and waiting for the public to do so. She said the point of a Public Hearing is to listen to what the public has to say she may have an opinion now but listening to the voice of residents may change her mind. She has thought of the logistics. She said if you look at Massachusetts things do not seem to be so dire as California and Colorado. She said there are so many unknown parts of the law to know the affect it will be on towns and villages. She is reticent to not opt out because you're unable to after December 31. If the town decides we are not going to opt out, see how it goes and it ends up not being good for our town we will not have a choice whereas if we opt out and take a look at the towns that do not opt out was it really terrible for their town. Are our residents happy that we opted out because other towns have not benefited from dispensaries? She thinks it is the wiser path to opt out and see what happens but was happy to listen to residents and their point of view.

Councilman Ruthven has not received correspondence from residents supporting this.

Councilwoman McGlasson was on the fence, she feels Kent does need revenue and new business but does not think this is what we need and will vote to opt out.

Councilman Denbaum is interested in what the public has to say, you have to balance your beliefs with the constituents and take that into account. His concern is whatever you think of the merits of marihuana dispensary it seems the push is for other localities to ban them as well. Allowing it would create a hot spot of sorts in Putnam County would be here, you would have people traveling from significant points away specifically to our town to transact in the business of buying and distributing drugs. You do not want to be a magnet for those type of individuals. There was a stabbing in the Town of Kent on the Taconic on June 6th, three men from the Bronx, nothing to do with us here but a transient group created a violent crime. We do not need people coming to town solely for the purpose of engaging in the purchase and distribution of drugs, he thinks it asks for trouble.

Resident Sue Kotzur is for opting out, she said there is an organization called MPP founded in 1995 that has been pushing for this, we have had our heads in the sand, she recently saw a commercial on vaping and having your head in the clouds, and marihuana will be another group of people having their heads in the clouds. She read up to page 5 of the 128 pages of the law.

Resident Anthony Sclafani talked about his experience with those involved with drugs, he said it is a bad bad sickness. He does not want this to be available to his eleven year old like buying a soda or a pack of gum. He is for children, worry about the children because no one else is.

Resident Pat Sterzen said she wrote the board this week requesting that you vote to opt out. She agreed with every point every board member has made tonight, all valid reasons why she encourage the board to opt out tonight.

Resident Laura Dietz worked in the GFMS for 23 years as a teacher assistant. She said children were taught about the health dangers of smoking and drugs we are now sending them a mixed message. Cancer being one physical effects of marihuana. We have to stand firm and opt out. She said we shouldn't do something that's wrong just for money, do what's right.

Resolution #216 -Adjourn the Public Hearing

On a motion by Supervisor Fleming

Seconded by Councilwoman McGlasson

Resolved: The Public Hearing on Marihuana Regulation & Taxation Act was adjourned until July 6, 2021.

Motion carried unanimously

Pledge of Allegiance

Supervisor Fleming called the meeting to order with the Salute to the Flag.

Roll Call

Supervisor Fleming – present

Councilman Denbaum – present

Councilwoman McGlasson – present

Councilman Huestis – present

Councilman Ruthven – present

Also present: Town Clerk Cappelli, Town Counsel Tagliafierro, Chief Owens, Recycling Co-Chair Kotzur, and several members of the public.

RESOLUTION # 217 - AUTHORIZING REPAIR OF GATE AT KENT RECYCLING CENTER

INTRODUCED BY: Councilman Denbaum

SECOND BY: Councilwoman McGlasson

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WHEREAS, the Town Board has been advised that there is a need to repair the gate at the Kent Recycling Center that is located on Town property;

WHEREAS, consistent with the Town's procurement policy, six companies were asked to provides quotes for the repairs and only one quote was received in response to the request from Ironheart Welding Corp. in the amount of \$5,879.08.

NOW THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Kent hereby authorizes the repairs to the gate from Ironheart Welding Corp. in the amount of \$5,879.08.
Motion carried unanimously

RESOLUTION #218 - ACCEPTING PROPOSAL FOR REPAIR AT ROUTE 52 SEWER MAIN

INTRODUCED BY: Councilman Denbaum

SECOND BY: Councilwoman McGlasson

WHEREAS, in connection with a repair needed for the Route 52 Sewer District, the Town of Kent is in receipt of a proposal by Metzger Construction Corp. ("Metzger") to find the break in the sewer line, repair the break and back fill the exposed area (the "Proposal"), a copy of said proposal is annexed hereto and hereby incorporated; and

WHEREAS, the Town Board of the Town of Kent wishes to accept the quote submitted by Metzger, consistent with the Proposal;

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Kent hereby accepts the proposal of Metzger; 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, all in form satisfactory to the Supervisor and the Town Attorney, in an amount not to exceed \$11,226.00
Motion carried unanimously

RESOLUTION #219 -TO HIRE LAKE CARMEL PARK DISTRICT LIFEGUARDS

INTRODUCED BY: Councilwoman McGlasson

SECONDED BY: Councilman Ruthven

WHEREAS, the Town of Kent is seeking to fill summer positions for head guards and lifeguards in the Lake Carmel Park District ("LCPD"); and

WHEREAS, the Town Board is in receipt of a list from Andrea McKinley, Lifeguard Supervisor, recommending the hiring of head guards, beach captains, and life guards for the 2021 season, a copy of said list is annexed hereto and incorporated herein by reference; and

WHEREAS, the Town Board desires to accept the recommendations of Ms. McKinley and hire the head guards, beach captains, and lifeguards on the annexed list at the rate of pay indicated on the attached list.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Kent hereby authorizes the hirings described in the annexed list at the rate of pay provided for the LCPD for the 2021 season; 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 #220 - INTRODUCING LOCAL LAW -2021 AND PROVIDING FOR PUBLIC NOTICE AND HEARING

INTRODUCED BY: Councilwoman McGlasson

SECONDED BY: Councilman Ruthven

Metzger CONSTRUCTION Corp.

May 5, 2021

Town of Kent
62 Ludington Ct
Carmel Hamlet, New York 10512

Re: Sewer Main Repair
Route 52 (In the Vicinity of 494 Route 52)

Dear Sir or Madam:

Metzger Construction Corp. respectfully submits the following *Estimate* for all necessary equipment, labor, tools, supplies, services, supervision, and administration as may be appropriate to comply with the intent of the bid for the above referenced project.

SCOPE OF WORK:

1. Excavate, expose and find location of break in the existing sewer line.
2. Repair break in sewer line
3. Backfill and rough grade areas within the limit of work

LUMP SUM BID FOR THE COMPLETION OF THE WORK DESCRIBED ABOVE:

Eleven thousand two hundred twenty-six dollars & 00/100
(\$ 11,226.00)

If a certificate of Capital Improvement/Exemption Certificate is not provided, applicable New York State Sales Tax will be added to the above quote.

Any alterations from the above will be executed only upon written orders for the same and will be added or deducted from the unit prices quoted in this proposal. All additional agreements must be in writing.

NOTES:

1. Metzger Construction will work with extreme caution around any existing site improvements including but not limited to landscaping and existing paved areas, but can not be responsible for repairing any damage.
2. The above scope of work included in the lump sum price is limited to repairing a single break in the sewer line. Should there be other breaks, the pricing to repair them will need to be agreed upon by the Owner and Metzger Construction before work begins on them.

Metzger CONSTRUCTION Corp.

Town of Kent
Route 52 Sewer Repair
May 5, 2021
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EXCLUSIONS:

1. Patching of asphalt or curbing.
2. Tree Protection
3. Curtain Drains
4. Dewatering with anything larger than a 3" trash pump
5. Video for pipe inspections
6. Handling of unsuitable materials from excavations
7. Surveying / As-builts
8. Landscaping
9. Rock that will not break down using the equipment on site or any rock larger than 1 cubic yard
In size.
10. The testing or removal of any hazardous or potentially dangerous materials (petroleum, chemicals,
asbestos, etc.)
11. Permits, testing, studies, fees, bonds, deposits or engineering.
12. Dust control

The contractor agrees to carry Workman's Compensation and Public Liability Insurance as required by Federal laws and the laws of New York State.

If this estimate is found to be acceptable, please sign and date in the space provided below and return to our office via facsimile at (845) 226-3033 or Email to John@metzgerny.com.

Please do not hesitate to contact me if you have any questions.

Respectfully Submitted,
Metzger Construction Corp.



John D. Metzger, Vice President

ACCEPTANCE OF PROPOSAL – The prices, specifications and conditions are satisfactory and hereby accepted. Approval and authorization of work as specified.

Town of Kent

Date

Printed Name

Tamara Harrison

From: Lake Carmel Parks Clerk
Sent: Monday, June 14, 2021 10:51 AM
To: Maureen Fleming
Cc: Tamara Harrison
Subject: Lake Carmel Lifeguard Hiring
Attachments: DOC061421-06142021105418.pdf

Lifeguard Supervisor Andrea McKinley requests the following lifeguards be placed on the June 15 agenda for approval to hire for the 2021 summer season.

Avery Weiner	Head Guard	\$15.00/hr \$16.00
Christian Berardi	Beach Captain	\$13.80/hr
Elizabeth Carega	Beach Captain	\$13.80/hr \$15.00
Charles Berardi	Lifeguard (new hire)	\$12.80/hr
Isabela Yepes	Lifeguard (new hire)	\$12.80/hr \$14.00
Patrick Kiernan	Lifeguard (new hire)	\$12.80/hr

Thank you,

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
lpcdclerk@townofkentny.gov
www.townofkentny.gov/lcpd_home.htm

PARK DISTRICT # 1 (LAKE CARMEL PARK DISTRICT)

§ 50-1Definitions.

The following terms, wherever used in this chapter, shall have the respective meanings assigned to them unless another meaning clearly appears from the context:

BATHING AREA

Any beach, shore or area designated as a "bathing area," including the water area and lands underwater adjacent to said area and the docks and structures therein.

OWNER

Any person owning or having the use, possession or control of a vehicle, animal or other property by lease or otherwise.

PARK DISTRICT NO. 1

All of the parks, playgrounds, athletic fields, tennis courts, swimming pools, beaches, boardwalks, piers, docks and other recreational areas, open places, roadways, roads, paths, walks, waters and lands underwater and other appurtenances as the same shall be utilized, whether now owned or hereafter acquired by the Town of Kent. Said district shall be defined as all that property shown on a certain map entitled "Lake Carmel, Town of Kent, Putnam County," filed in the Putnam County Clerk's office May 17, 1930, as Map No. 130-1, 130-AA, 130-BB, 130-CC, 130-DD, 130-EE, 130-FF, 130-GG, 130-HH, 130-I, 130-J, 130-K, 130-L and 130-MM, excepting therefrom any exclusion of record.

PERMIT

Any written authorization issued by the Town Clerk of the Town of Kent or other authorized individual for a specified privilege within the aforesaid park district.

PERSON

Any natural person, corporation, association, society, organization, firm or partnership.

POLICE OFFICER

Any member of the police force of the Town of Kent, or any constable, sheriff or deputy sheriff assigned by the Town Board of the Town of Kent or other proper authority to duties in said park district.

§ 50-2Interpretation and scope.

The interpretation of these rules and regulations and provisions shall be construed as follows:

A.

Any term in the singular shall include the plural.

B.

Any term in the masculine shall include the feminine and neuter.

C.

Any requirement or provision involving any act shall include the causing, procuring, aiding or abetting, directly or indirectly, of such act, or the permission or allowance of any minor in the custody of any adult, doing any act prohibited herein.

D.

These provisions shall not make unlawful any act necessarily performed by any officer or employee in the line of duty or work.

E.

Any act performed hereunder which might be otherwise unlawful shall be lawful if performed under or pursuant to a permit, except that it be not otherwise prohibited by any local law or ordinance.

§ 50-3 Access to park by residents.

Residents, inhabitants and taxpayers of Park District No. 1 shall at all times have access to and may enter upon and use the privileges appurtenant to the parklands defined herein. However, at such times when deemed necessary by the proper authorities in the interests of public safety, welfare or emergency, such access to said parklands and permission to use said parklands may be revoked for any period of time necessary.

§ 50-4 Identification; car stickers.

A.

All residents, inhabitants and taxpayers of said Park District No. 1 shall be required to obtain a Park District photo ID for identification at Park District beaches. Residents shall produce their Park District photo ID when called upon to do so by any authorized representative of the Town Board or any person assigned to such duty by the Town Board or its agents. All other persons shall be required to display a permit issued pursuant to § 50-4 hereof.

[Amended 10-19-2009 by L.L. No. 7-2009]

B.

The use of the beach areas shall be restricted to all property owners and their lessees and the members of their immediate families and their guests. Only those persons shall be admitted to beach areas who are properly identified as members of those groups named above. All motor vehicles and other vehicles shall have their identification verified by a car sticker to be issued by the Lake Carmel Park District. These stickers are to be issued for each motor vehicle or other vehicle belonging to the residents and owners of the park district upon presentation of a paid tax bill or proof of residency covering the current year. These stickers may be obtained at the Town Hall during regular business hours.

§ 50-5 Boat registration.

[Amended 11-24-1986 by L.L. No. 5-1986; 4-20-1998 by L.L. No. 2-1998]

A.

Registration stickers.

[Amended 5-20-2002 by L.L. No. 2-2002]

(1)

All property owners and their lessees and the members of their immediate families maintaining boats on Lake Carmel shall register each boat with the Town of Kent Park District Office. The Park District Office will assign a number and will issue two registration stickers to each boat, free of charge. However, boat owners shall be charged a replacement fee, as set from time to time by resolution of the Town Board, for the reissuance of a registration sticker that has been lost or misplaced. The Park District Office shall provide the registration numbers to the Kent Police Department.

[Amended 4-20-2009 by L.L. No. 3-2009; 11-15-2011 by L.L. No. 6-2011]

(2)

The number and registration stickers must be displayed on both sides of the boat. The numbers must be displayed in characters at least three inches high. If a boat is not registered or if a boat is abandoned within the judgment of the park officials, the same shall be impounded by the park officials, and a charge of \$125 shall be collected before the same is returned. Said \$125 shall be added to the Park District funds.

B.

All boats shall be removed from the Park District property around Lake Carmel for the period of time from November 1 until March 15. Within two weeks after November 1 of each year, the Town Board shall notify the owner to remove his or her boat. Any person found guilty of a violation will result in the park officials impounding said boat. A charge of \$125 shall be collected before the same is returned. Said charge of \$125 shall be added to the Park District funds.

[Amended 5-20-2002 by L.L. No. 2-2002]

C.

Wearable Life Jackets

(1)

There shall be one Wearable Life Jackets in any boat on Lake Carmel for each occupant of said boat. Life preservers shall conform to United States Coast Guard standards.

(2)

Occupants of boats, who are under 13 years of age, must wear approved life preservers while on the water of Lake Carmel. However, between November 1 and May 1, all persons, regardless of age, must wear approved life preservers while on the water of Lake Carmel.

[Amended 11-15-2011 by L.L. No. 6-2011]

(3)

Any person found guilty of a violation of Subsection **C(1)** or **(2)** of this section shall, upon conviction thereof, be subject to:

(a)

A restriction of lake privileges for one week for a first offense.

(b)

A fine of \$50 for a second or subsequent offense along with the revocation of the boat registration.

(4)

Any owner or registrant who permits a boat to be on the waters of Lake Carmel in violation of any provision of this section shall be guilty of an infraction as above stated.

D.

No boat shall be allowed on the waters of Lake Carmel that is over 20 feet in length from bow to stern. No floating device shall be allowed on the waters of Lake Carmel that is over 20 feet from one end to the other lengthwise or more than six feet in width.

[Amended 8-1-1988 by L.L. No. 4-1988]

§ 50-6Curfew.

[Amended 11-19-1979 by L.L. No. 6-1979; 11-24-1986 by L.L. No. 5-1986]

There is hereby imposed a curfew on bathing areas and bathing area parking lots. Curfew hours shall be from 9:30 p.m. until 6:00 a.m.

§ 50-7Preservation of plant life.

A.

No person shall, in any park or park street, destroy, cut, break, deface, mutilate, injure, disturb, sever from the ground or remove any growing thing, including, but not limited to, any plant, flower, flower bed, shrub, tree, growth, or any branch, stem, fruit or leaf thereof.

B.

No person shall bring into any park or park street any tool or instrument such as a hatchet, axe or saw for the cutting of any living thing.

C.

No person shall bring into the park any spade, shovel, rake, hoe or any of the so-called garden or agricultural implements or tools for the removal of any tree, shrub or plant.

D.

No person shall pile or maintain any material or debris of any kind against or upon any tree, shrub, grass or plant.

E.

No person shall attach any rope, cable or other contrivance to any tree, shrub or other plant, ~~with the notable exception of a registered boat or floating device.~~

F.

No person shall set fire or assist another to set fire to any timber, tree, shrubs, plants, flowers, grass or plant growth, or suffer any fire upon other land to extend into parklands.

G.

No person shall hitch any horse or other animal to, or leave the same standing near enough so as to injure, any lawn or grass plot.

H.

No person shall go upon any tree, shrub, grass or plant, except at such times when permission to do so shall have been given by the Town Board to the public.

§ 50-8 Rubbish and refuse; pollution. [1]

A.

Rubbish and refuse matter. No person shall take into, carry through, leave in, or throw, cast, lay, drop or discharge into or on, or suffer or permit any servant, agent, employee or person in his or her charge to take into, carry through, leave in, throw, cast, lay, drop or discharge into or on, any park or park street any rubbish of any sort, including, but not limited to, ashes, dross, cinders, shells, fruit, fruit skins, vegetable foodstuff, paper, pasteboard, dirt, sand, oil, grease, clay, loam, stone or building rubbish, hay, straw, oats, sawdust, shavings, or manufacturing, trade or household waste, vehicles or parts thereof as junk, old iron or other metal, or objects made therefrom; or sick, diseased or dead animals, organic refuse or other offensive matter, including swill, brine, urine, offal, fecal matter, garbage or rubbish.

B.

Spitting prohibited. No person shall, in any park or park street, spit upon any walk, crossing, safety zone, structure, bridge, platform, stairway or floor of any building.

C.

Pollution of waters. No person shall throw, cast, lay, drop or discharge into or leave in the waters used for bathing or waters in any park or in any storm sewer or drain flowing into said waters, any substance, matter or thing, liquid or solid, which may or shall result in the pollution of said waters.

D.

Drains and sewers. No person shall discharge, directly or indirectly, into any opening or into any gutter leading into any sewer, receiving basin or drain, in or leading into any park or park street, any gas or vapor or any substance which may form a deposit tending to choke same, or any volatile liquid which will emit an inflammable vapor at a temperature below 160° F., or any steam or hot water above 100° F.

E.

Protection of bathing area. No person shall throw, cast, lay or deposit any bottle or piece of crockery, or any glass or glassware or any part thereof, or metallic or other substance with sharp edges or projections, on any beach or bathing area in, on or adjoining any park.

[1]

Editor's Note: See Ch. 40, Garbage and Refuse; Landfill.

§ 50-9 Firearms and weapons.

No person shall have or carry, whether or not concealed upon his person, any pistol or revolver, or any instrument or weapon commonly known as a "toy pistol" or in which or upon which loaded or blank cartridges may be used, or any loaded or blank cartridges or ammunition therefor, except when so authorized by law. No person shall use any rifle, shotgun or fowling piece, or any air gun, spring gun or other instrument or weapon in which the propelling force is a spring or air, within the confines of Park District No. 1.

§ 50-10 Dogs. [1]

No dogs shall be allowed at any time on the designated beaches, and the owners of or persons harboring such dogs or otherwise responsible for such dogs shall be liable for violation of this provision of this chapter.

[1]

Editor's Note: See Ch. 32, Dogs and Other Animals.

§ 50-11 Picnics and outings.

Picnics are allowed by any group or individual residents, up to 12 people. For any group over 12, advanced permission must be requested and Lake Carmel Park Property Special Use Application, and granted by the Town of Kent.

§ 50-12 General conduct.

Any person shall be guilty of violating these rules and regulations for the following:

A.

Disobeying an order of a police officer, playground director, parking attendant or other person designated by the Town Board to give orders, or disobeying the notices, prohibitions, instructions or directions on any park sign.

B.

Using threatening, abusive or insulting language.

C.

Doing any obscene or indecent act.

D.

Throwing stones or other missiles.

E.

Annoying persons.

F.

Interfering with, encumbering, obstructing or rendering dangerous any drive, path, walk, dock, beach, boardwalk or public place.

G.

Climbing or lying upon any wall, fence, shelter, seat, statue, monument, boardwalk or other structure.

H.

Doing any act tending to or amounting to a breach of peace.

I.

Entering or leaving any restricted park area except at established entranceways or exits or at established times; or using or gaining admittance to, or attempting to use or gain admittance to, the facilities in any park.

J.

Introducing, carrying or firing firearms, firecrackers, torpedoes or fireworks, except as provided by § 50-9 hereof.

K.

Engaging in, instigating, aiding or encouraging a contention or fight, whether or not a ring fight or prizefight.

L.

Assaulting any person.

M.

Doing, aiding, abetting or assisting in doing any act injurious to any person, animal or property within any park or on any park street not specifically prohibited herein.

N.

Acting as crier or advertiser, through the media of voice, public address system or other mechanical device, on beaches or boardwalks or in the vicinity of same.

O.

Dressing or undressing in autos, trucks, buses or other conveyances or anywhere within the parkland except in such places as may be designated or maintained by the Park District for such purpose.

P.

Feeding any waterfowl on Lake Carmel and anywhere along the shores of Lake Carmel is prohibited. The shores on Lake Carmel for purposes of this section shall be defined as the land extending from the shoreline to the pavement of the nearest roadway.

[Added 12-7-1987 by L.L. No. 6-1987]

§ 50-13Traffic control. [1]

A.

The speed limit for all vehicles within the area of said parkland may be provided for by the Town Board and designated by suitable signs on the roads and roadways in the parkland. All owners and operators of motor vehicles and other vehicles shall comply with the Vehicle and Traffic Law of the State of New York while operating any vehicle within the parkland, with such modifications of said law as provided for herein.

B.

Commercial vehicles shall not be allowed within said parkland except as may be necessary for building or construction purposes or for the rendering of some necessary and useful service, or those vehicles owned and/or used by residents necessary for their transportation to and from their work.

C.

The Town Board may designate and limit such roads and roadways as in its discretion may be used for the operation of any commercial vehicle.

D.

Nothing in this section shall apply to vehicles and apparatus of the Fire Department, Police Department or public service emergency vehicles when in such parkland in case of fire or other emergency.

E.

No person shall cause or permit any motor vehicle or other vehicle unnecessarily to obstruct traffic on any road, street or roadway, or stop or park except at such places as may be designated, except in case of emergency. This provision shall be deemed to include parking at night.

F.

Parking of any motor vehicle or other vehicle is prohibited on the lakeshore side of any road abutting Lake Carmel.

[Added 7-1-1991 by L.L. No. 3-1991]

[1]

Editor's Note: See Ch. 72, Vehicles and Traffic.

§ 50-14Structures.

A.

The Town Board shall have the right to remove or cause to be removed any and all existing projections, encroachments, docks, piers and other impediments when, in the opinion of the Town Board, such removal shall be necessary or desirable for the improvement of the parkland.

B.

Hereafter, no person shall erect a wharf, pier or other structure on the park property without obtaining the prior consent of the Town Board by resolution passed at a meeting of the Town Board duly called and held, and such resolution, if passed, shall provide appropriate safeguards to assure that the structure, when erected, shall be available to all the inhabitants of the Park District.

§ 50-15 Motorboats, airplanes and drones.

Pursuant to § 198, Subdivision 4, of the Town Law, the operation of motorboats, airplanes, drones, or any internal combustible vehicles with the exception of electric trolling motors on Lake Carmel in Park District No. 1 of the Town of Kent is hereby prohibited.

§ 50-16 Penalties for offenses.

[Amended 11-24-1986 by L.L. No. 5-1986]

Any person found guilty of a violation of this chapter or any part thereof or any rule or regulation made thereunder, that does not have its own penalty provision, shall, upon conviction thereof, be subject to a fine of not more than \$250 or to imprisonment of not more than 15 days, or to both such fine and imprisonment.

§ 50-17 Fishing restrictions.

[Added 8-2-1976 by L.L. No. 6-1976]

A.

In the interest of public safety, no fishing shall be permitted along Route 311 where Route 311 crosses Lake Carmel at any time, nor within any bathing area.

[Amended 12-7-1987 by L.L. No. 7-1987]

B.

Any person violating any of the provisions of this section shall be liable for and shall pay a penalty not exceeding \$100.

§ 50-18 Glass containers.

[Added 4-2-1979 by L.L. No. 2-1979]

No person shall take into, carry through, leave in or throw, cast, lay, drop or discharge into or on any park or park road, with the exception of the Lake Carmel Community Center and that property leased to Tenants at 640 Route 52 Tax #33.-1-76 any glass container of any sort, including but not limited to bottles, jars and glasses.

§ 50-19 Alcoholic beverages.

No person shall enter or remain upon any parklands of Park District No. 1, with the exception of the Lake Carmel Community Center and that property leased to Tenants at 640 Route 52 Tax #33.-1-76 while in possession of any alcoholic beverage.

§ 50-20 Certain passage prohibited.

[Added 7-1-1991 by L.L. No. 5-1991]

No entry shall be permitted from Champlain Drive onto Terry Hill Road, nor entry from Terry Hill Road onto Champlain Drive. A physical barrier, removable only in case of emergency, shall be erected to prevent passage on Champlain Drive either from or to Terry Hill Road.

§ 50-21 Smoking prohibited on beaches.

[Added 10-30-2006 by L.L. No. 2-2006; amended 11-27-2006 by L.L. No. 3-2006]

Smoking on any and all of the beaches located within Park District No. 1 in the Town of Kent is strictly prohibited. For the purposes of this section, "smoking" shall include cigarettes, cigars, pipes and any other form of smoking

TOWN BOARD MEETING JUNE 15, 2021

BE IT RESOLVED that a local law amending Chapter 50, entitled "Park District No. 1" is hereby introduced by Councilwoman McGlasson, as Introductory Local Law #__ of the year 2021 before the Town Board of the Town of Kent in the County of Putnam and State of New York, and

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

BE IT FURTHER RESOLVED, that the Town Board will hold a public hearing on said proposed Local Law at the Town Hall, in the Town of Kent, New York at 7:00 o'clock P.M. on July 6, 2021, and

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

RESOLUTION #221 - AUTHORIZING CORRECTION OF VIOLATIONS, ACCEPTANCE OF PROPOSAL, AND CHARGE TO PROPERTY OWNERS
INTRODUCED BY: Councilman Ruthven
SECOND BY: Councilman Huestis

WHEREAS, the Code Enforcement Officer of the Town of Kent issued an Order to Remedy a Violation (the "Order to Remedy Removal of Brush") directing the removal rubbish, excess weed, grass and brush growth from the following properties:

- 8 Teatown Road Tax Map 33.65-1-36;
- 26 Geneva Road Tax Map 22.58-1-35;
- 11 Hawthorne Road Tax Map 33.58-1-34;
- 38 Huguenot Road Tax Map 33.42-2-26; and

WHEREAS, the Code Enforcement Officer of the Town of Kent issued an Order to Remedy a Violation (the "Order to Remedy Tree Removal") directing the removal of a dangerous tree at the following property:

- 15 Chatham Road Tax Map 22.66-2-10; 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 proposal submitted on the properties as further outlined below:

8 Teatown Road	\$ 125	JB Affordable Lawn Care Inc.
26 Geneva Road	\$ 175	JB Affordable Lawn Care Inc.
11 Hawthorne Road	\$ 125	JB Affordable Lawn Care Inc.

TOWN BOARD MEETING JUNE 15, 2021

38 Huguenot Road

\$ 120 JB Affordable Lawn Care Inc.

15 Chatham Road

\$ 225 Bill Henry Tree Service

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Kent hereby accepts the proposals of JB Affordable Lawn Care Inc., as described above for a total cost not to exceed \$545, and the proposal of Bill Henry Tree Service, as described above for a total cost not to exceed \$225; 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 #222 - ACCEPTING RESIGNATION OF MEMBER ADVERTISING FOR NEW MEMBERS OF THE PLANNING BOARD

INTRODUCED BY: Councilwoman McGlasson

SECONDED BY: Supervisor Fleming

WHEREAS, the Town of Kent wishes to accept the resignation of Charles Sisto as member of the Planning Board;

NOW, THEREFORE, BE IT RESOLVED, that the Town Board accepts the resignation of Charles Sisto as member of the Planning Board, with thanks for his service; and

BE IT FURTHER RESOLVED, that the Town Board of the Town of Kent hereby authorizes its Town Clerk, Yolanda D. Cappelli, to advertise to fill the vacancy on the Planning Board.
Motion carried unanimously

RESOLUTION #223 - APPROVING AGREEMENT WITH NEW YORK-NEW JERSEY TRAIL CONFERENCE COUNTY OF PUTNAM, STATE OF NEW YORK

INTRODUCED BY: Councilwoman McGlasson

SECOND BY: Councilman Ruthven

WHEREAS, the Town of Kent is in receipt of a proposed agreement whereby the New York-New Jersey Trail Conference, on behalf of the Lower Hudson Partnership for Regional Invasive Species, will compensate the Town of Kent for a Kent Invasive Species Management Project; and

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 New York-New Jersey Trail Conference in the form annexed hereto; 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 #224 - AUTHORIZING THE TOWN TO APPLY FOR A HIGH HAZARD DAM REHABILITATION GRANT

INTRODUCED BY: Councilman Ruthven

SECOND BY: Councilwoman McGlasson

WHEREAS, the Town Board is in receipt of information regarding a High Hazard Dam Rehabilitation Grant 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 High Hazard Dam Rehabilitation Grant; and it is



CODE ENFORCEMENT

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

June 7, 2021

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

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

Location requiring correction:
15 Chatham Road:

The following proposals have been submitted:


Bill Henry Tree Service: \$225.00

Johnson's Tree Service: \$1800.00

Larry Reynolds Tree Service: 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.



**BILL HENRY
TREE SERVICE INC.**

(845) 278-9355

20 Indian Hill Road
Brewster, NY 10509

Estimate

Date	Estimate #
6/5/2021	524

Name / Address
Code Enforcement Town Of Kent Carmel, NY 10512

			Project
Description	Qty	Rate	Total
Job Site: 7 Chatham Rd. Carmel, NY 10512			
Get 2 Trees Safely On The Ground. Leave Everything.		225.00	225.00T
Any Questions, Please Call 845-278-9355.		Subtotal	\$225.00
		Sales Tax (0.0%)	\$0.00
		Total	\$225.00



CODE ENFORCEMENT

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

June 10, 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:

**8 Teatown Court:
26 Geneva Road:
11 Hawthorne Road:
38 Huguenot Road:**

**The following proposals have been submitted:
J.B. Affordable Lawn Care**


8 Teatown Court:	\$125.00
26 Geneva Road:	\$175.00
11 Hawthorne Road:	\$125.00
38 Huguenot Road:	\$120.00

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.**

BIDDING PROPOSALS

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

JUNE 10, 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.**

8 TEATOWN COURT:	\$125.00
26 GENEVA ROAD:	\$175.00
11 HAWTHORNE ROAD:	\$125.00
38 HUGUENOT ROAD:	\$120.00

THANK YOU FOR YOUR BUSINESS,

JAMES BENNETT

OWNER



Contract Number: 20-007 Project: *Kent Invasive Species Management Project*

This is a Contract for Services on behalf of the Lower Hudson Partnership for Regional Invasive Species Management (PRISM) between New York – New Jersey Trail Conference (the “**Trail Conference**”), a 501 (c)(3), not-for-profit, membership corporation in the State of New York acting through its headquarters and authorized person listed below:

Organization:	New York – New Jersey Trail Conference
Address:	600 Ramapo Valley Road, Mahwah, NJ 07430
Name & Title of Contact:	Joshua Howard, Executive Director
Phone Number:	201-512-9348 x814
Email Address:	josh@nvnjtc.org

and the following authorized person(s) and/or entities (the “**Contractor**”):

Name of Contractor:	Town of Kent
Tax Identification Number:	14-6002263
Name & Title of Contact:	Maureen Fleming, Town Supervisor
Address:	25 Sybil’s Crossing, Kent Lakes, NY 10512
Phone Number:	845-225-3943
Email Address:	mfleming@townofkentny.gov

The Trail Conference and the Contractor agree as follows:

1. SCOPE OF WORK

The Scope of Work to be completed under this contract is detailed in Appendix A – Scope of Work.

2. PAYMENTS.

- A **Compensation.** Quarterly payments will be made upon receipt of invoices submitted for tasks outlined in the Scope of Work for the amount deemed appropriate by the contractor for the proportion of total work completed during that period. All invoices in total will not exceed the budgeted amount (Appendix B – Budget).
- B **Terms of Payment:** Invoices for services and reimbursement of expenses along with receipts for expenses must be presented to the Trail Conference before payment can be made. A brief progress report must accompany each invoice. Invoices/reimbursement requests will be submitted to the Trail Conference quarterly on the following schedule:

June 15, September 15, 2021 and January 15, 2021 or next business day in the case this date falls on a weekend. Final invoices for the calendar year should be submitted by January 15, 2021. Once received and accepted by the Trail Conference, the Trail Conference will submit to the NY State Department of Environmental Conservation Invasive Species Coordination Unit ("**The Department**") for reimbursement. Once funds are received from The Department, the Trail Conference will make payment to the Contractor by check.

3. TERMS OF CONTRACT. This Contract shall begin on April 1, 2021 and shall expire on December 31, 2021 (the "Expiration Date"). Any extension beyond the Expiration Date must be in writing and signed by the Trail Conference.

4. PERFORMANCE OF WORK. The Contractor is qualified and willing to perform the services described above as an independent contractor in accordance with the highest standards of the Contractor's profession or craft and to the satisfaction of the Trail Conference. The Contractor shall not be paid for any work found by the Trail Conference to be unsatisfactory. If two or more persons or entities are identified as "the Contractor" on the first page hereof, their obligations hereunder shall be joint and several.

5. LIABILITY/INSURANCE. The work to be performed under this Contract shall be performed entirely at the Contractor's risk. The Contractor agrees to indemnify and hold the Trail Conference harmless for any and all liability or loss for injury to any person, including death, or damage to property caused by the negligent acts or omissions of the Contractor in the performance of this Contract.

The Contractor shall carry worker's compensation, hazard and commercial general liability (CGL) insurance with limits of \$2,000,000 coverage written on an occurrence basis during the term of this Contract. The Contractor shall provide Certificates of Insurance to the Trail Conference as Certificate Holder and named as an additional insured on the Contractor's CGL policy as evidence that the appropriate insurance coverage is in effect.

6. TERMINATION AND REMEDIES.

- A. **Contract Cancellation.** The Trail Conference may cancel this Contract at any time upon two weeks written notice. Should this occur, payment for work satisfactorily completed shall be adjusted accordingly. In addition, if the Contractor defaults in performance of the Contractor's duties under this Contract, whether for circumstances within or beyond the control of the Contractor, the Trail Conference may immediately terminate this Contract by written notice to the Contractor. Should termination occur as a result of the Contractor's default, the Trail Conference shall be entitled to damages from the Contractor resulting from the Contractor's default and shall be entitled to offset any amounts payable to the Contractor for work satisfactorily completed against such damages. The balance of amounts payable to the Contractor for work satisfactorily completed, if any, shall be paid to the Contractor. Notice of termination shall be sent to the Contractor's address listed on page 1.
- B. **Staff Change.** The Trail Conference may choose to cancel this Contract should a major staff change occur affecting individuals directly involved in the project/program for which this contract was originally issued and such change, in the opinion of the Trail

Conference, may materially affect the Contractor's ability to perform the work outlined under this contract.

7. INDEPENDENT CONTRACTOR. The parties intend that an independent contractor-client relationship will be created by this Contract. The conduct and control of the work will be the responsibility of the Contractor. The Contractor is not to be considered an agent or employee of the Trail Conference for any purpose, and no joint venture or principal-agent relationship exists. The Contractor and employees of the Contractor are not entitled to any of the benefits that the Trail Conference provides for its employees. Neither the Trail Conference nor the Contractor shall have any right, power, or authority to create any obligation, expressed or implied on behalf of the other.

8. ASSIGNMENT/SUBCONTRACT. The Contractor may not assign or transfer this Contract or subcontract for the work to be performed without the prior written consent of the Trail Conference.

9. OWNERSHIP OF DOCUMENTS AND DATA.

A. All Services performed by the Contractor must conform to the Scope of Work, attached hereto as Appendix A, and shall be subject to acceptance of the Trail Conference. Evidence of the Trail Conference's acceptance shall be a required document in all payment requests. The Contractor shall revise and correct, without additional compensation therefore, any required work of this Contract until the same shall be accepted by the Trail Conference.

B. All accepted original and other drawings, as well as all notes and computations, if applicable, and reports prepared by the Contractor, or other products of the services performed under this Contract, which are required deliverables under this Contract, shall become the property of the The Department.

C. The Contractor may publish papers or other material pertaining to the work performed or to be performed under the Contract after first providing the Trail Conference which will convey to The Department a copy of the proposed publication for review and comment. The Department will provide its comments within 30 days and the Contractor agrees to consider these comments. The Department has the right to require the Contractor to withhold from publication any data that impacts on enforcement issues until resolution of enforcement action.

D. Title to, and the right to determine the disposition of any copyrights, or copyrightable material, first produced or created in the performance of this work shall remain with The Department; provided that The Department shall grant to the Contractor an irrevocable, royalty-free, non-exclusive right to reproduce, translate, and use all such copyrighted material for its own purposes.

E. Any invention or discovery made or conceived in the performance of this Contract shall be the property of The Department. The Contractor shall be entitled to a non-exclusive royalty-free license under any patent.

10. REQUIRED REPORTS. The Contractor is required to report on their activities with respect to this contract as follows:

- A. **PROGRESS REPORTS.** The Contractor is required to submit progress reports detailing the work accomplished according to the Scope of Work (Appendix A) and deliverables completed and submit such reports with each request for reimbursement. Progress reports are required at least quarterly even if no reimbursement requests have been submitted for that quarter. Quarterly progress reports are due on the same schedule as reimbursement requests per clause 2. B. Terms of Payment.
- B. **FINAL PRESENTATION.** A presentation to the PRISM partners will be given in the third or fourth quarter summarizing the program's accomplishments and recommendations for the following year. This presentation may be delivered in person at a regularly scheduled PRISM Partner meeting or delivered via webinar by pre-arrangement with the PRISM coordinator.
- C. **FINAL REPORT.** A final written report is required by January 15, 2021 to be delivered in PDF electronic format and which will be made publicly available.

11. RECOGNITION OF FUNDING. The Contractor will give the Lower Hudson Partnership for Regional Invasive Species Management (PRISM) and The Department credit for the support provided to the Contractor in any publication, presentation or other copy resulting from this work by inclusion of the words "This project was contracted by the Lower Hudson Partnership for Regional Invasive Species Management using funds from the Environmental Protection Fund as administered by the New York State Department of Environmental Conservation."

12. TITLE TO EQUIPMENT. Any equipment purchased with funds provided by the Trail Conference under this Contract shall be the property of The Department, unless specifically provided for otherwise. As such, equipment is considered to be in the service of the PRISM and may be required to be provided to the PRISM Coordinator at the end of the Contract or at such time in the future as it is needed for PRISM projects and is subject to being required to be conveyed to The Department upon request at any time.

13. USE OF TRAIL CONFERENCE NAME/LOGO. The Contractor is granted a license to use the Trail Conference's name and/or the Trail Conference's logo to the extent the work performed contemplates their inclusion in the final work product and for no other purpose without the Trail Conference's prior written consent.

14. USE OF LOWER HUDSON PRISM LOGO. Any products produced with PRISM funds for public use or display should include the PRISM logo unless waived by the PRISM coordinator and the content should be approved by the PRISM coordinator and/or the PRISM Steering committee.

15. CONFIDENTIAL INFORMATION. During the course of the performance of this Contract, the Contractor may have access to materials, data, strategies, other information relating to the Trail Conference and its programs, or systems, which are intended for internal use only. Any such information acquired by the Contractor shall not be used, published, or divulged by the

Contractor to any person, firm, or corporation or in any advertising or promotion regarding the Contractor or the Contractor's services, or in any manner or connection whatsoever without first having obtained the written permission of the Trail Conference, which permission the Trail Conference may withhold in its sole discretion.

16. TAXES. The Contractor agrees to be responsible for any and all filing and payment of taxes and for compliance with any and all provisions and requirements arising under any applicable tax laws. Neither federal, nor state, nor local income tax, nor payroll tax of any kind shall be withheld or paid by the Trail Conference on behalf of the Contractor, nor employees of the Contractor. If appropriate, the Trail Conference shall report all fees paid to the Contractor to the IRS on Form 1099.

17. COMPLIANCE WITH LAWS. The Contractor represents, warrants, and agrees that, in connection with transactions contemplated by this Contract: (a) the Contractor can lawfully work in the United States; (b) the Contractor shall obtain, at its own expense (except to the extent otherwise explicitly stated in this Contract) any permits or licenses required for the Contractor's services under this Contract; and (c) the Contractor shall comply with all statutes, laws, ordinances, rules, regulations, court orders, and other governmental requirements of the United States, the State of New York, and any other jurisdiction (s) in which the Contractor is organized or authorized to do business, including but not limited to any applicable anti-bribery statutes, which are applicable to the work to be done by the Contractor under this Contract (in each case, an "Applicable Law"). The Contractor shall not take any actions that might cause the Trail Conference to be in violation of any such Applicable Laws.

18. EQUAL OPPORTUNITY STAFFING REPORTING. This contract is issued as a sub-contract on a New York State contract. As such, it is subject to reporting requirements under the original contract which require the annual reporting of sex, ethnicity and minority status of each staff member employed by moneys from this contract. The Contractor will keep records of this information and provide it to the Trail Conference or The Department upon request.

19. BINDING EFFECT/AMENDMENTS. This Contract shall become binding when signed by the parties. This Contract supersedes all prior or contemporaneous communications and negotiations, both oral and written and constitutes the entire Contract between parties relating to the work set out above. No amendment shall be effective except in writing signed by both parties.

20. SEVERABILITY. If any provision of this Contract is held invalid, the other provisions shall not be affected thereby.

21. ENTIRE CONTRACT. This Contract includes the following appendices.

Appendix A- Scope of Work
Appendix B - Budget

In the event the Contract, Appendix A - Scope of Work or Appendix B- Budget are inconsistent in any way from the Proposal or Request for Proposal, then this Contract, Appendix A - Scope of Work and Appendix B - Budget shall supersede the Proposal and Request for Proposals.

IN WITNESS WHEREOF, the Contractor and the Trail Conference have executed this Contract, effective as of the last date written below:

New York – New Jersey Trail Conference

By: Joshua Howard

Date: _____

Signature

Title: Executive Director

CONTRACTOR

By: Maureen Fleming

Date: _____

Signature

Title: Town Supervisor

Appendix A- Scope of Work

The Contractor will The Town of Kent proposes to use an award from Lower-Hudson PRISM to complete a comprehensive inventory of aquatic invasive species (AIS) and their threat level within Kent's waterbodies. GIS maps will be created and regularly updated as a result of this project.

Kent will also develop a comprehensive lake management plan that will utilize AIS inventories to define best practices for containing and removing AIS and prevention. In addition, this project will conduct outreach initiatives to educate local boat-owners regarding AIS identification, boat cleaning, and what steps to take to help Kent in meeting its goal of AIS eradication. Kent will also hire a local steward intern who will monitor White Pond, a DEC-controlled lake and the most utilized lake in Kent by residents and assist with surveying.

Goal Statements

The project will address the following priorities outlined by the PRISM Steering Committee for 2021:

Capacity Building – Goal 1 – Lower Hudson PRISM has a robust public identity, strong internal structure, and a sustainable resource base to continue its mission.

Objective D – Foster strong academic relationships

Action 1.D.1. – Recruit and host interns

Kent will use an intern to serve as a Watercraft Inspection Steward to foster education of Kent's resources. The selected intern will participate in the Lower Hudson PRISM Watercraft Inspection Steward Program and will be given signage and a safety vest (per DEC requirements), and outreach materials for the public. The hired intern will work a total of 80 hours spanning 5 weekends in July and early August.

Goal 2, Objective A – Develop an invasive species management plan.

Outreach and education will be addressed to the lake associations, park districts, boat-owners, and private homeowners. Educational activities will be completed with assistance from Teatown

Conservation Targets – Goal 2 - The Lower Hudson PRISM protects the rich, native biodiversity of the Lower Hudson Valley by focusing on priority targets for conservation.

Objective A - Identify candidate Priority Conservation Areas (PCA) / Invasive Species Prevention Zones (ISPZ).

Action 2.A.1. - Conduct thorough aquatic vegetation surveys to identify potential aquatic PCA/ISPZs.

The first step of the proposed project will require the Town of Kent, Northeast Aquatic Research (NEAR), Teatown, and the NY-NJ Trail Conference to conduct a comprehensive review of all survey data completed for waterbodies in Kent within the past 5 years. This will be done through the accumulation of existing reports completed by PRISM, CSLAP, Kent, and lake management firms. All surveys completed within the past 5 years will be considered invalid and a new survey

will be required.

Surveys to determine invasive species and their tier will provide Kent with an understanding of potential PCAs/ISPZs around Kent as well. The completion of this phase will make sure that Kent's targeted efforts are focused on the areas in most need throughout Kent with the biggest ecological significance and the highest risk of spread.

Strategic Management – Goal 3 - The Lower Hudson PRISM supports and optimizes regional conservation through strategic invasive species management.

Objective A - Continue to build early detection capacity (aquatic).

Action 3.A.1. - Have clear management plans for each Tier 2 species.

Upon completion of surveying, a comprehensive management plan to combat AIS, reduce risk of spread, and provide guidance on protecting the surrounding habitat from encroachment.

The management plan will identify invasive species (including map ID), abundance/density, gross area of infestation, proximity to vector pathways, site logistics (if applicable), status of DEC regulation, PRISM tier, and conservation targets. Moreover, the management plan will include metrics for developing and tracking management success.

Kent will use the management plan to give the Town Board and Supervisor with the information necessary to act on AIS and to protect PCAs in Kent. This will allow Kent to pursue other grant opportunities to combat AIS and develop internal programs/projects aimed at AIS removal. Further, the management plan will be made publicly accessible.

Objective B – Build and refine survey programs to fill data gaps and detect new introductions.

Action 3.B.6. – Continue to submit confirmed observations to iMapInvasives.

Kent recognizes the benefits of publicly accessible programs such as iMapInvasives. All data from completed surveys will be made available on iMapInvasives for organizations like PRISM and regional residents. Kent will welcome the assistance of the NY-NY Trail Conference and PRISM to conduct thorough surveying of waterbodies. The hired intern will also assist with surveying.

Action 3.B.7. – Conduct aquatic invasive species surveys to fill data gaps.

As stated, Kent has identified significant gaps in previously conducted surveys. The proposed project will help to fill existing data gaps and provide a thorough understanding of AIS in Kent. PRISM, NY-NJ Trail Conference, NEAR, and the hired intern will assist with surveying.

Education and Outreach – Goal 4 - The Lower Hudson PRISM reaches out to new audiences and delivers education that communicates the positive impacts of invasive species management on ecosystems. Lower Hudson PRISM offers clear steps for action on personal/community levels.

Objective B - Conduct tailored education and outreach messaging that is consistent with the specific target audiences.

Action 4.B.4 - Conduct outreach and education to lake associations, boat and yacht clubs, marinas, boaters and fisherfolk on aquatic invasive species identification and their responsibilities to mitigate spread.

Kent is a community of boat-owners and many residents reside near or directly next to a lake. As such, it is imperative that Kent acquire the support of the community to combat AIS. Therefore, Kent will use funding to target a specific audience of boat-owners and homeowners to educate them on the following:

1. Invasive species identification and reporting
2. Prevention practices
3. Invasive species removal/disposal

NEAR has indicated that the recreational pressure of White Pond represents the largest potential vector for AIS to be transported into Kent. An educational station will be set up with outreach materials, disinfection products, and AIS disposal items. Kent will use additional outreach initiatives, such as public webinars/seminars and signage to educate all residents regarding AIS.

Mitigate Pathways of Invasion – Goal 5 – PRISM has a coordinated program to prevent species introduction by focusing on pathways.

Objective B – Mitigate the spread of aquatic invasive species by boaters

Action 5.B.1. – Cover select high traffic boat launches with Watercraft Inspection Stewards

White Pond, a DEC-regulated waterbody, is considered the most heavily trafficked lake in Kent for boaters. Kent will recruit and secure the services of a Watercraft Inspection Steward who will assist Kent and PRISM by targeting outreach efforts to boat-owners to educate them regarding best practices for cleaning, draining, and treating watercraft and equipment to prevent the propagation of invasive species in heavily used waterbodies. The steward will utilize standard survey methods and procedures for data management adopted by PRISM, in accordance with DEC requirements.

Action 5.B.2. – Educate groups that manage private waterbodies on spread prevention and best practices.

To guarantee a consistent reduction in the spread of AIS throughout Kent waterbodies, education and outreach methods will be used to inform residents and local organizations, such as the Kent Lake Association and the Lake Carmel Park District, on how they can help to mitigate spread.

Timeline and Deliverables

April – June (2nd Quarter):

Activity	Deliverable
Reivew of Existing Lake Surveying by Kent, NEAR and Teatown	Copy of accumulated data of existing surveying for 7 lakes/ponds in Kent
Perform education and outreach efforts aiming to reach 250 residents regarding status	List of events and number reached at each, copies of handouts or description of message conveyed
Active surveying of waterbodies. All 15 lakes/ponds in Kent surveyed and inventoried for AIS, conservation targets; all AIS Identified/confirmed.	Data from 15 lakes submitted to iMap

July – Sept (3rd Quarter):

Activity	Deliverable
Steward/White Pond Activity. Target inspection of 100 boats, 250 residents reached	Data from stewards submitted via WISP Survey 1-2-3 app
Draft Management Plan (Kent, NEAR)	First draft of management plan
Begin work on Management Plan with PRISM involvement	

Oct – Dec (4th Quarter):

Activity	Deliverable
Complete second draft of Management Plan	Second draft of management plan
Finalize Management Plan and deliver to town board	Successful passage of management plan

Success Measures

The success of the project will be determined by completion of all tasks including survey of Town of Kent waterbodies, finalization of Management Plan, inspection of xxx watercraft and outreach to xxx community members.

All new invasives species observations documented will be entered into iMapInvasives. Surveys and treatments conducted will also be recorded in iMapInvasives.

Expected partnerships

Northeast Aquatic Research will serve as Kent's primary partner for the project due to their expertise with AIS tracking and management and their familiarity with Kent's waterbodies. Teatown will also serve as a partner for the project by assisting NEAR with educational and outreach programming, surveying, and steward supervision/training. Lastly, the NY-NJ Trail Conference will also assist with surveying activities and stewardship monitoring.

Contributions of all project partners will be summarized in the final project report.

Final presentation to the PRISM partners will be given in the third or fourth quarter summarizing the program's accomplishments and recommendations for the following year.

Appendix B – Budget

Budget Category	Amount
Personal Service: Salary, wages	3,130

Fringe benefits	0
Equipment	0
Materials and Supplies	0
Outside Services	10,607
Printing and Postage	0
Travel	0
Other (explain below)	0
Indirect costs	0
TOTAL:	13,737

Outside services funds are to be used for engaging Northeast Aquatic Research to complete portions of the project including inventory of AIS Lake Date, survey of some Kent waterbodies, producing the end of year report and assistance with education seminar.

TOWN BOARD MEETING JUNE 15, 2021

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 #225 - TO ADOPT PUTNAM COUNTY HAZARD MITIGATION PLAN

INTRODUCED BY: Councilman Denbaum

SECOND BY: Councilman Ruthven

WHEREAS, the Town of Kent has gathered information and reviewed the Putnam County Hazard Mitigation Plan; and

WHEREAS, the Putnam County Hazard Mitigation Plan has been prepared in accordance with the Disaster Mitigation Act of 2000; and

WHEREAS, the Town of Kent is a local unit of government that has afforded the citizens an opportunity to comment and provide input in the Plan and the actions in the Plan; and

WHEREAS, the Town Board of the Town of Kent has reviewed the Plan and affirms that the Plan will be updated no less than every five years;

NOW THEREFORE, BE IT RESOLVED by the Town Board of the Town of Kent that the Town of Kent adopts the Putnam County Hazard Mitigation Plan as this jurisdiction's Natural Hazard Mitigation Plan, and resolves to execute the actions in the Plan.
Motion carried unanimously

RESOLUTION #226 -ACCEPTING PROPOSAL FOR UTILITY ROOM REPAIR

INTRODUCED BY: Councilman Ruthven

SECOND BY: Councilwoman McGlasson

WHEREAS, in connection with an emergency repair needed to the utility room at the Town Hall, the Town of Kent is in receipt of a proposal by Servpro NW SE Dutchess County and Putnam County ("Servpro") for repairs including the use of air movers, dehumidifiers and deodorizing for an overall cost of \$2,906.76 (the "Proposal"), a copy of said proposal is annexed hereto and hereby incorporated; and

WHEREAS, due to the emergent nature of the situation necessitating the repairs, and the specialized nature of the services required, the Town sought quotes from two providers and Servpro submitted the lowest quote in response to the request; and

WHEREAS, the Town Board of the Town of Kent wishes to accept the proposal submitted by Servpro;

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Kent hereby accepts the proposal of Servpro; 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, all in form satisfactory to the Supervisor and the Town Attorney, if requested
Motion carried unanimously

RESOLUTION #227 - AUTHORIZING ACCEPTING PROPOSAL OF AMERICAN TOWER FOR EQUIPMENT INSTALLATION

INTRODUCED BY: Councilman Ruthven

SECOND BY: Councilwoman McGlasson

WHEREAS, the Town, as Landlord, previously entered into a Lease Agreement with Homeland Towers, LLC as Lessee for sites within the Town of Kent, including, without limitation, a site at 25 Sybil's Crossing, Kent, New York (hereinafter, "the Lease Agreement");

WHEREAS, Homeland Towers, LLC assigned its rights to Insite Towers Development, LLC which was acquired by American Tower Corporation; and

TOWN BOARD MEETING JUNE 15, 2021

WHEREAS, pursuant to the Site Lease Agreements, the Lessee must obtain the consent of the Town Board prior to the installation of certain equipment of users of the tower on the site; and

WHEREAS, Verizon Wireless is a user of the site and Lessee is requesting the Town Board’s approval on a proposal for the installation of equipment by Verizon Wireless at the site consistent with the plans prepared by Dewberry Engineers Inc. and submitted with the proposal, a copy of which is annexed hereto and hereby incorporated; and

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Kent hereby consents to the proposal consistent with the plans submitted by Lessee;and

BE IT 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 #228 - APPROVE MAGNA5 PROPOSAL

INTRODUCED BY: Councilman Ruthven
SECOND BY: Councilwoman McGlasson

WHEREAS, the Town of Kent has received a proposal from Magna5, the Town’s phone and internet service provider, to provide the Town with additional services to protect the Town software from cyber-attacks and ransomware attacks, a copy of said Proposal is annexed hereto and hereby made part hereof; and

WHEREAS, the services provided are specialized services, and as such, do not require the Town to obtain additional proposals under the Town of Kent Procurement Policy; and

WHEREAS, the Town Board wishes to retain the services of Magna5 consistent with the Proposal.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Kent hereby approves the proposal of Magna5; and

BE IT FURTHER RESOLVED, that the Town Supervisor is hereby authorized to execute any documents necessary to give effect to this Resolution, consistent with the terms hereof, all in form satisfactory to the Supervisor and Town Attorney, if requested. Motion carried unanimously

RESOLUTION #229 - APPROVAL OF VOUCHERS & CLAIMS

On a motion by Councilman Huestis
Seconded by Councilman Ruthven
Resolved: All Vouchers #200159407 - #200159602 and claims submitted by:

JUNE 15, 2021		
1. Cardmember Services	\$16,380.47	Credit Card
2. Cemco	\$4,331.46	Water District #1
Cemco	\$3,227.26	Water District #2
3. City Carting	\$8,286.02	Lake Carmel Garbage
	\$6,854.32	
	\$7,456.47	
4. Danbury Auto Spring	\$7,640.37	Highway Truck #88
5. Duke Landscape & Fence	\$2,210.00	Fencing at Town Center
6. Insite Engineering	\$2,530.00	Ryan’s Park Parking Lot
7. Medicare Reimbursements	\$28,409.28	Medicare Reimbursements
8. Millennium Strategies	\$2,250.00	Grant Services
9. Northeast Sweepers & Rentals	\$27,342.00	Sweeper Rental
10. NYCOMCO	\$2,846.00	Police Communication System: June
	\$2,846.00	Police Communication System: March
11. NYS Dept. of Civil Service	\$208,247.67	Health Insurance
12. Roemer Wallens Gold & Mineaux	\$2,806.00	Legal Services
	\$3,795.00	
13. R.T.I. Industries	\$28,300.00	Landfill Grinder
14. Spain Agency	\$69,407.54	Quarterly Installment
15. Stronghold Industries	\$5,102.60	Repairs: Highway Trucks



Town of Kent
Attn: Supervisor
25 Sybil's Crossing
Kent Lakes, NY 10512

June 8, 2021

REQUEST FOR APPROVAL OF PROPOSED INSTALLATION OF EQUIPMENT

SITE NUMBER	SITE NAME	PROJECT NUM.	CUSTOMER*
208041	Kent Town Hall	13652929	VERIZON WIRELESS
SITE ADDRESS		GROUND AGREEMENT	
16 Sybils Crossing Carmel Hamlet, New York 10512		Wireless Communications Site Lease Agreement dated October 4, 2012	

* any reference to VERIZON WIRELESS includes one or more of its related entities

Dear Landlord:

We, MD7, are assisting American Tower in the management of this site, including requesting consent from landlords on behalf of American Tower when such consent is required. We are writing to request your approval of a proposed equipment installation by VERIZON WIRELESS, at this site. VERIZON WIRELESS is an existing user of the tower at this site, however pursuant the ground agreement we are required to obtain your approval before we allow them to install their equipment. Included for your convenience is a copy of the construction drawings.

As wireless technology and coverage demands continue to change, providers routinely replace and upgrade equipment. Below are a few answers to frequently asked questions we receive from landlords on this type of project:

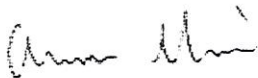
- All work will take place within the existing compound and on the existing tower.
- The overall appearance of the tower will remain similar.
- The modification of VERIZON WIRELESS's equipment will not change the overall height of the tower.

If you could please approve of this proposed equipment modification by signing this letter below and returning it to my attention, either by mail or email, I would appreciate it.

American Tower values our relationship with you so if there are any questions, please do not hesitate to contact me directly.

Thank you for your time.

Sincerely,



Amar Alhakim
Lease Consultant, MD7
E: aalhakim@md7.com | P: 858.754.2153

Approval

I approve of the proposed modification of equipment by VERIZON WIRELESS at the site referenced above.

Signature: _____ Date: _____

Print Name: _____

Title: _____



ATC SITE NAME: KENT TOWN HALL
ATC SITE NUMBER: 208041
VERIZON SITE NAME: KENT HILLS 3
VERIZON SITE NUMBER: 282385
SITE ADDRESS: 16 SYBILS CROSSING
CARMEL HAMLET, NY 10512



REV	DESCRIPTION	BY	DATE
1	PRELIM	FG	01/23/21
2	FINAL	FG	09/07/21

ATC SITE NUMBER:
208041

ATC SITE NAME:
KENT TOWN HALL

VERIZON SITE NAME
VENT LILLIS

SITE ADDRESS:
16 SYBILS CROSSING
CARNIEL HAMLET, NY 10512

SEAL



DAVID E. REVETTE, P.E.
NY LICENSE NO. 101758




DATE DRAWN:	04/22/2021
ATC JOB NO	13052920
CUSTOMER ID:	KENT HILLS 3
CUSTOMER #:	282305

TITLE SHEET

SHEET NUMBER: G-001	REVISION: 0
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VERIZON
UPGRADE-RHH ANTENNA AMENDMENT DRAWINGS

COMPLIANCE CODE		PROJECT SUMMARY		PROJECT DESCRIPTION		SHEET INDEX				
ALL WORK SHALL BE PERFORMED AND MATERIALS INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNMENT AUTHORITIES. HOTHORN IN THESE PLANS IS TO BE CONSIDERED TO PERMIT WORK NOT CONFORMING TO THESE CODES.		SITE ADDRESS: 18 SYBILLS CROSSING CARMEL HAVEN, NY 10512 COUNTY: PUTNAM		THE PROPOSED PROJECT INCLUDES MODIFYING GROUND BASED AND TOWER MOUNTED EQUIPMENT AS INDICATED PER BELOW REMOVE (9) RRH(s) INSTALL (9) RRH(s) EXISTING (12) ANTENNA(s), (6) DIPLEXER(s), (3) OVP(s), AND (3) 1.5" HYBRID CABLE(s). TO REMAIN		SHEET NO	DESCRIPTION	REV	DATE	BY
		GEOGRAPHIC COORDINATES: LATITUDE: 41.80404 LONGITUDE: -73.671314 GROUND ELEVATION: 772 AMSL				G-001	TITLE SHEET	0	06/07/21	FG
						G-002	GENERAL NOTES	0	06/07/21	FG
						C-101	DETAILED SITE PLAN	0	06/07/21	FG
						C-201	TOWER ELEVATION	0	06/07/21	FG
						C-401	ANTENNA INFORMATION & SCHEDULE	0	06/07/21	FG
						C-501	CONSTRUCTION DETAILS	0	06/07/21	FG
						E-501	GROUNDING DETAILS	0	06/07/21	FG
						R-601	SUPPLEMENTAL			
						R-602	SUPPLEMENTAL			
		PROJECT TEAM		PROJECT NOTES						
		TOWER OWNER: AMERICAN TOWER 10 PRESIDENTIAL WAY WOBURN, MA 01801 ENGINEER: DEWBERRY ENGINEERS, INC. 59 SUMMER STREET SUITE 700 BOSTON, MA 02110		1 THE FACILITY IS UNMANNED 2 THE FACILITY IS A TOWER 3 THE PROJECT WILL NOT RESULT IN ANY SIGNIFICANT LAND DISTURBANCE OR EFFECT OF STORMWATER DRAINAGE 4 NO SANITARY SEWER, POTABLE WATER OR TRASH DISCHARGE IS REQUIRED 5 HANDICAP ACCESS IS NOT REQUIRED						
		PROPERTY OWNER: TOWN OF KENT 25 SYBILLS CROSSING KENT LAKES, NY 10512		PROJECT LOCATION DIRECTIONS						
				GET ON I-199 S FROM CONNECTOR RD. FOLLOW I-199 W AND I-84 TO EXIT 10A. TURN RIGHT ON I-84 AND FOLLOW I-84 W TO I-287. TURN RIGHT ON I-287 N. TAKE RAMP 6A AND FOLLOW RAMP 6A TO SYBILLS CROSSING. LANE CARNEL. DESTINATION WILL BE ON THE RIGHT.						
UTILITY COMPANIES POWER COMPANY: NYSEG PHONE: (800) 572-1131 TELEPHONE COMPANY: N/A PHONE: N/A										
 Know what's below. Call before you dig.										

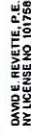


IC SITE NUMBER
208041

ATC SITE NAME:
KENT TOWN HALL

VERIZON SITE NAME:
KENT HILLS 3

SITE ADDRESS:
16 SYBILS CROSSING
CARMEL HAMILLET, NY 10512



verizon

GENERAL NOTES

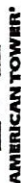
SHEET NUMBER: G-002	REVISION: 0
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TO DETERMINE IF ANY PERMITS WILL BE OBTAINED BY CONTRACTOR. ALL REQUIRED PERMITS NOT OBTAINED BY VERIZON MUST BE OBTAINED AND PAID FOR BY THE CONTRACTOR.

- [illegible]

00000000

- [illegible]



Dewberry:

Dewberry Engineers Inc.
99 SUMMER STREET
SUITE 700
BOSTON, MA 02110
PHONE: 617.531.0801
FAX: 617.695.3310

REV	DESCRIPTION	BY	DATE
A	PRELIM	FG	04/23/21
0	FINAL	FG	06/07/21

ATC SITE NUMBER:

208041

ATC SITE NAME:
KENT TOWN HALL

1401701 SITE NAME

VERIZON SITE NAME: KENT 111100

KENT HILLS 3

SITE ADDRESS:

SEAL:



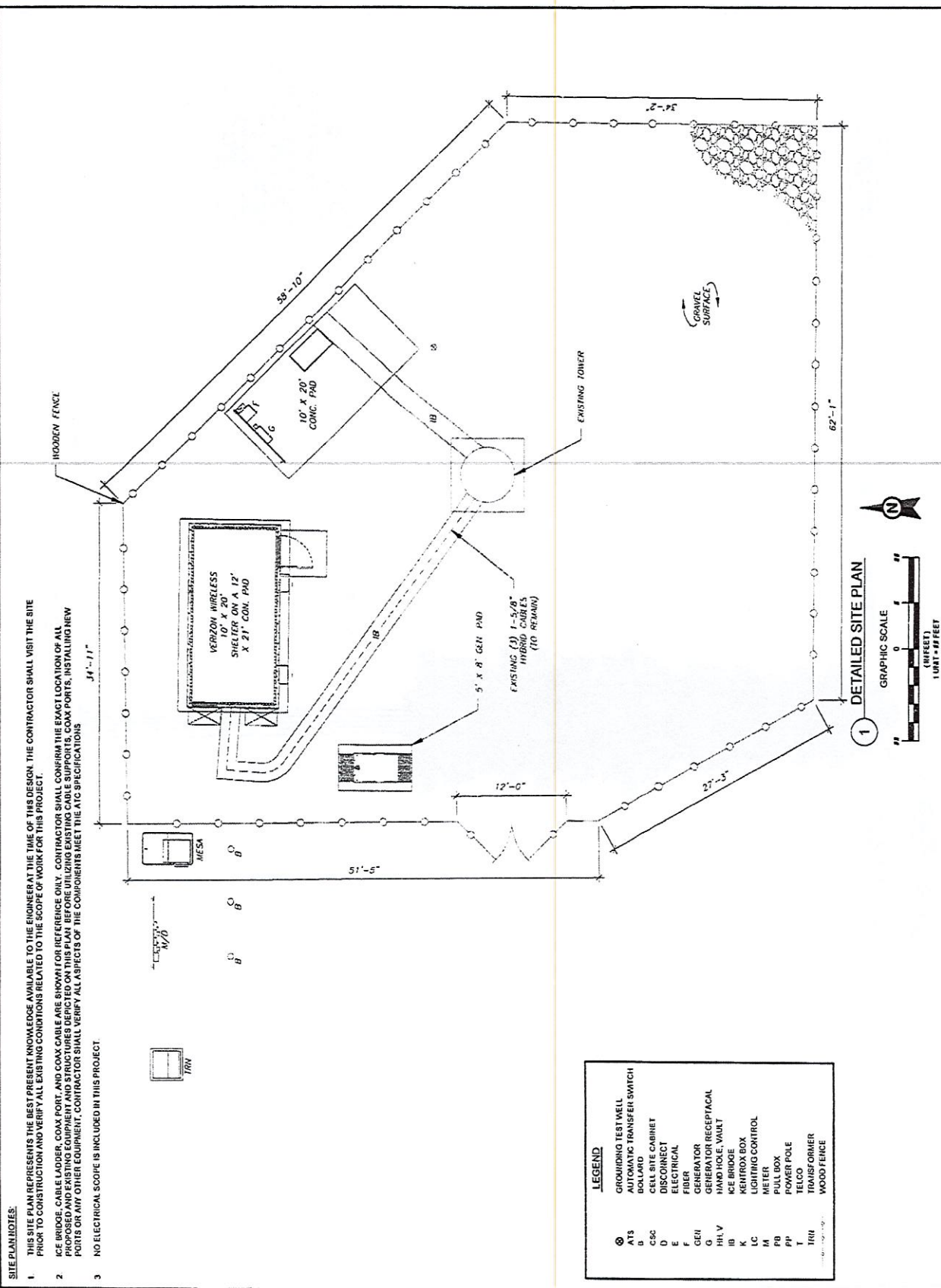
DAVID E. REVETTE, P.E.
NY LICENSE NO. 101750







DATE DRAWN:	04/22/2021
ATC JOB NO.	13652929
CUSTOMER ID:	KENT HILLS 3
CUSTOMER #	202305

DETAILED SITE PLAN

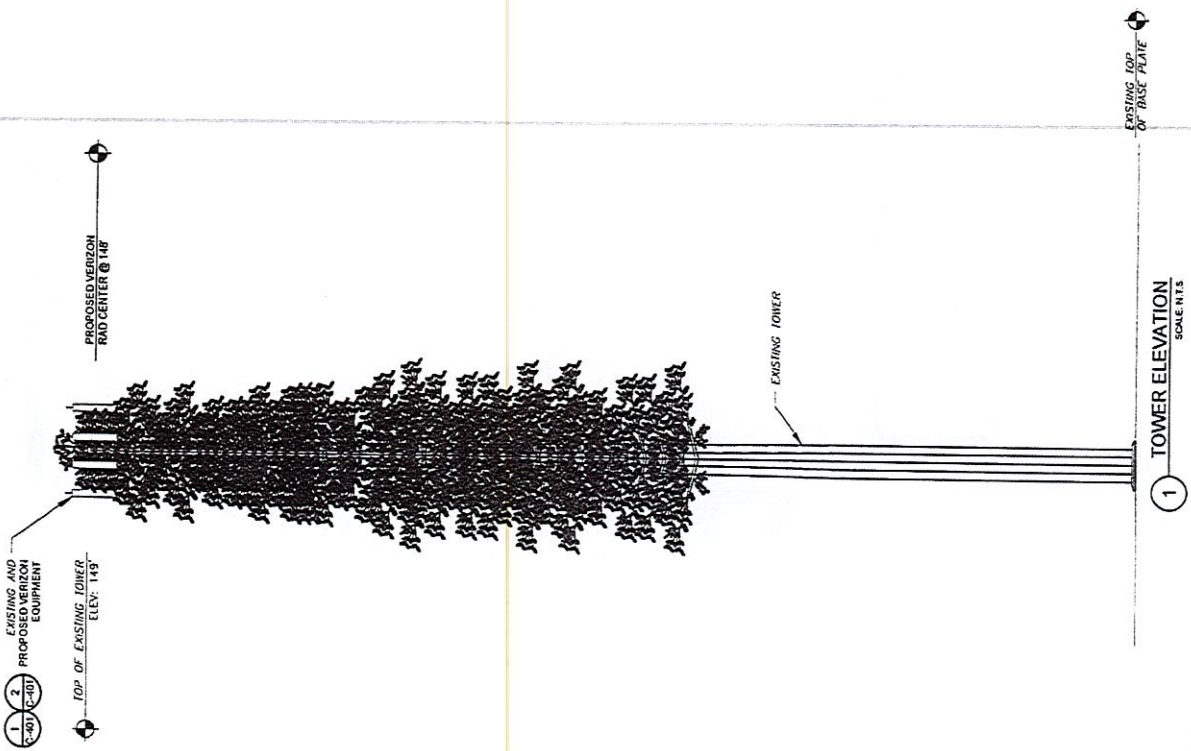
SHEET NUMBER: C-101	REVISION: 0
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 AMERICAN TOWER®			
 Dewberry® Dewberry Engineers Inc. 90 BLANCKENBURY STREET SUITE 700 BOSTON, MA 02110 PHONE: 617.531.0801 FAX: 617.553.3310			
REV	DESCRIPTION	BY	DATE
1	PRELIM	EQ	04/23/21
2	FINAL	EQ	08/07/21
ATC SITE NUMBER: 208041			
ATC SITE NAME KENT TOWN HALL			
VERIZON SITE NAME KENT HILLS 3			
SITE ADDRESS 18 SYDIL'S CROSSING CARMEL HARBET, NY 10312			
SEAL			
			
DAVID E. REVETTE, P.E. NY LICENSE NO. 107789			
			
DATE DRAWN:	04/22/2021		
ATC JOB NO.	13652929		
CUSTOMER ID:	KENT HILLS 3		
CUSTOMER #:	282385		
TOWER ELEVATION			
SHEET NUMBER: C-201		REVISION: 0	

PER MOUNT ANALYSIS COMPLETED BY KIMBLEY HORN AND ASSOCIATES, INC., DATED 05/09/21, THE EXISTING MOUNT CAN ADEQUATELY SUPPORT THE PROPOSED LOADING.

TOWER NOTE:
1. IT IS THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN ALL NECESSARY PERMITS AND TO HAVE THE MOST RECENT VERSION OF THE STRUCTURAL ANALYSIS BEFORE COMMENCING WORK. EXISTING AND PROPOSED TOWER EQUIPMENT, MOUNTS, AND ANTENNAS ARE SHOWN BASED ON THE STRUCTURAL ANALYSIS. WHERE APPLICABLE, ALL NEW ANTENNAS, EQUIPMENT, MOUNTS, CABLEING, ETC. SHALL BE MATCHED TO MATCH EXISTING EQUIPMENT REQUIREMENTS. THE ANALYSIS, DESIGN, AND CONSTRUCTION SHALL BE IN ACCORDANCE WITH ALL APPLICABLE OTHER LOCAL REQUIREMENTS.
2. TOWER ELEVATIONS ARE MEASURED FROM TOP OF BASE PLATE TO MATCH STRUCTURAL ANALYSIS. TOWER ELEVATIONS DO NOT REFLECT TRUE ABOVE GROUND LEVEL (A.G.L.).



EXISTING TOP OF BASE PLATE



Dewberry
Dewberry Engineers Inc.
90 SUMMIT STREET
SUITE 700
BOSTON, MA 02110
PHONE: 617.551.0861
FAX: 617.551.0810

REV	DESCRIPTION	BY	DATE
1	PRELIM	FO	04/23/21
2	FINAL	FO	08/07/21


ATC SITE NUMBER:
208041

ATC SITE NAME:
KENT TOWN HALL


VERIZON SITE NAME:
KENT HILLS 3

SITE ADDRESS:
18 SYBLS CROSSING
CARMEL HAVEN, NY 10512

SEAL



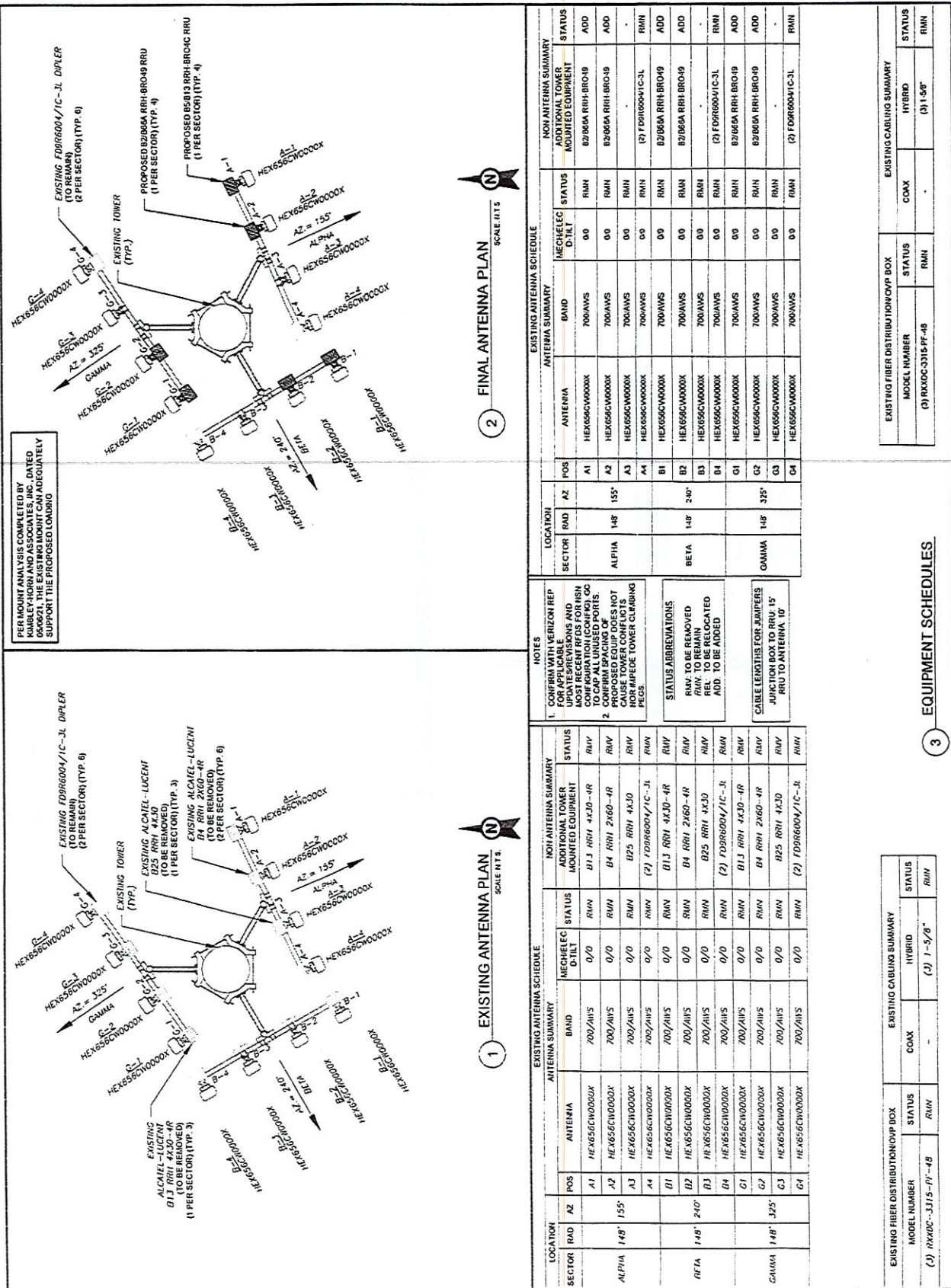
DAVID E. REVETTE, P.E.
NY LICENSE NO. 101758



DATE DRAWN: 04/22/2021
ATC JOB NO.: 13652929
CUSTOMER ID: KENT HILLS 3
CUSTOMER P.: 20235

ANTENNA INFORMATION & SCHEDULE

SHEET NUMBER:	C-401	REVISION:	0
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Dewberry
Dewberry Engineers Inc.
50 MARKET STREET
SUITE 700
BOSTON, MA 02110
PHONE: 617.531.0801
FAX: 617.665.3310

REV	DESCRIPTION	BY	DATE
1	PRELIM	EQ	04/23/21
2	FINAL	EQ	06/07/21
3			
4			
5			

ATC SITE NUMBER:
208041

ATC SITE NAME:
KENT TOWN HALL
VERIZON SITE NAME:
KENT HILLS 3
SITE ADDRESS:
16 SYBILS CROSSING
CARMEI HAMLET, NY 10512

SEAL:



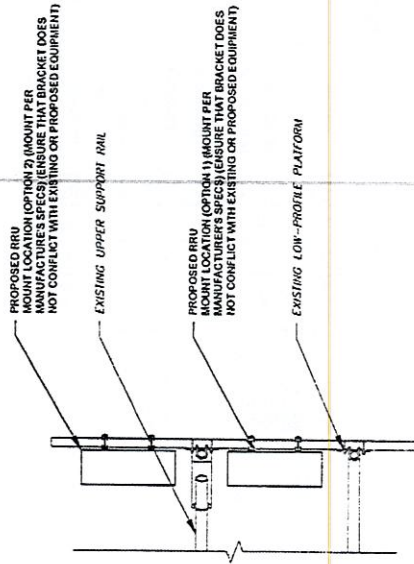
DAVID E. REVETTE, P.E.
NY LICENSE NO. 101159




DATE DRAWN:	04/22/2021
ATC JOB NO.	13052629
CUSTOMER ID	KENT HILLS 3
CUSTOMER #	282385

CONSTRUCTION
DETAILS

SHEET NUMBER:	REVISION:
C-501	0



1 PROPOSED RRU MOUNTING DETAIL - TYPICAL
SCALE: N.T.S.



American Tower

Dewberry

Dewberry Engineers Inc.

93 SUMMIT STREET
BOSTON, MA 02110
PHONE: 617.531.0001
FAX: 617.505.3310

REV	DESCRIPTION	BY	DATE
1	PRELIM	FG	04/22/21
2	FINAL	FG	08/07/21
3			
4			

ATC SITE NUMBER:
208041

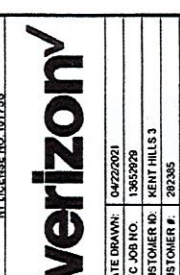
ATC SITE NAME:
KENT TOWN HALL

VERIZON SITE NAME:
KENT HILLS 3

SITE ADDRESS:
18 SYBILS CROSSING
CARMEL HAMLET, NY 10512



DAVID E. REVETTE, P.E.
NY LICENSE NO. 101759



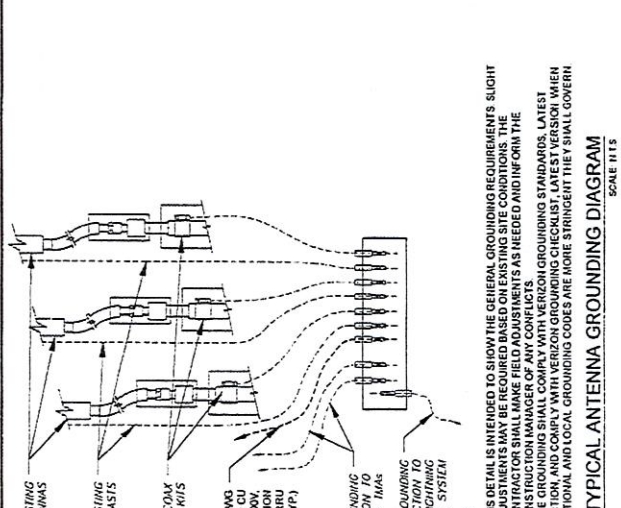
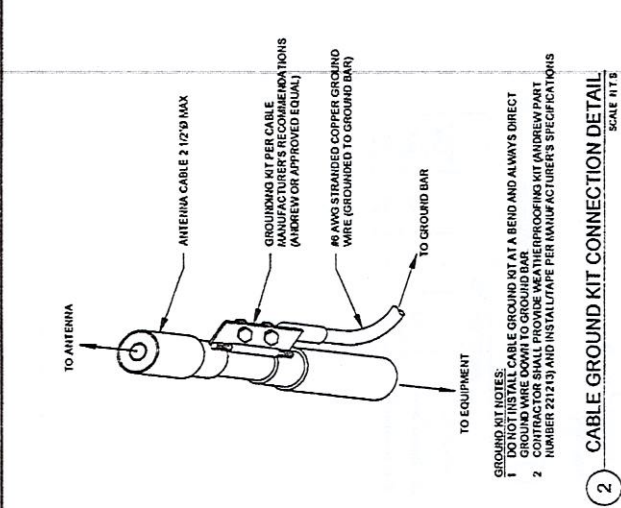
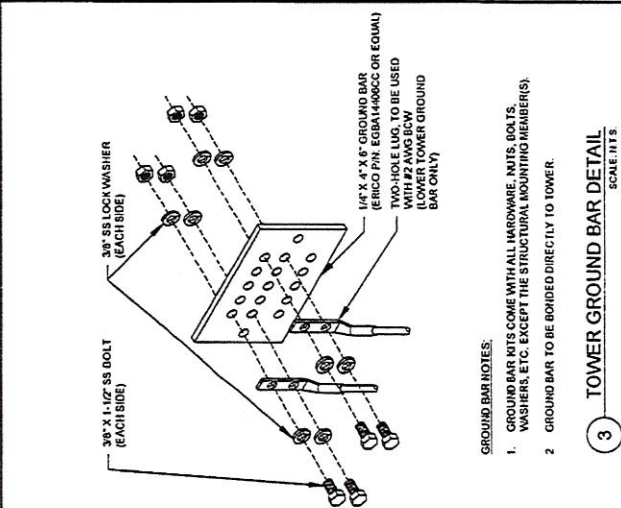
DATE: 04/22/2021

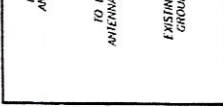
ATC JOB NO.: 13652929

CUSTOMER ID: KENT HILLS 3




CUSTOMER #: 202385

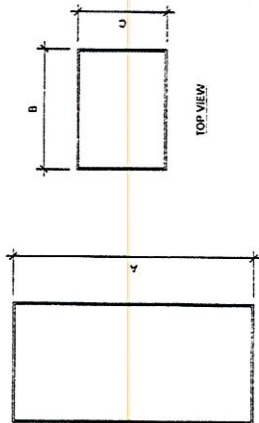
GROUNDING DETAILS	
SHEET NUMBER:	E-501
REVISION:	0





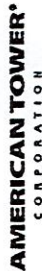
DAVID E. REVETTE, P.E.
NY LICENSE NO. 101759

 AMERICAN TOWER®			
 Dewberry® Dewberry Engineers Inc. 90 SUMMIT STREET SUITE 700 BOSTON, MA 02110 PHONE: 617.531.0901 FAX: 617.463.3310			
REV.	DESCRIPTION	BY	DATE
1	PIELM	FG	04/23/21
2	FINAL	FG	06/07/21
3			
4			
5			
ATC SITE NUMBER: 208041			
ATC SITE NAME: KENT TOWN HALL			
VERIZON SITE NAME: KENT HILLS 3			
SITE ADDRESS 18 STUBBS CROSSING CARROLL HANLEY, NY 10512			
SEAL			
			
DATE DRAWN: 04/22/2021			
ATC JOB NO. 13652929			
CUSTOMER ID. KENT HILLS 3			
CUSTOMER #. 203385			
SUPPLEMENTAL			
SHEET NUMBER: R-601		REVISION: 0	



1 RRU SPECIFICATIONS
FOR ILLUSTRATIVE PURPOSES ONLY - NOT TO SCALE

RRU SPECIFICATIONS				
RRU MODEL	A	B	C	WEIGHT (LBS)
B2066A RRU-BRO49	15.0"	15.0"	10.0"	84.4
B54613 RRU-BRO4C	15.0"	15.0"	8.1"	70.3



Kimley»Horn

Antenna Mount Analysis Report

ATC Site Name	: Kent Town Hall
ATC Site Number	: 208041
Engineering Number	: 13652929_CB_01
Mount Elevation	: 148 ft
Carrier	: Verizon Wireless
Carrier Site Name	: Kent Hills 3
Carrier Site Number	: 282385
Site Location	: 16 Sybolls Crossing Carmel Hamlet, NY 10512 41.48050588, -73.6713147

County	: Putnam
Date	: May 6, 2014
Max Usage	: 60%
Result	: Pass

Prepared By:
Jeff Hanson
P.E.

Klimov-Horn Of New York, P.C. COA #80369

STANDARD-BLANK AND DEMONSTRATION TAP - 831 Fawcett Ave. Suite 100 - Raleigh, NC 27601 - 919.877.3000 OFFICE - www.VoiceH216.com



5/6/2021

MOUNT ANALYSIS

NOTE. THIS SHEET WAS CREATED BY OTHERS AND PROVIDED AT THE REQUEST OF THE CUSTOMER WITHOUT EDIT. PLEASE REFERENCE THE MOUNT ANALYSIS REPORT FOR COMPLETE MOUNT ANALYSIS CALCULATIONS AND DETAILS. SUPPLEMENTAL PAGES INCLUDED IN THE CONSTRUCTION DRAWINGS ARE FOR REFERENCE ONLY. GENERAL CONTRACTOR IS TO VERIFY THEY HAVE THE MOST RECENT MOUNT ANALYSIS PRIOR TO CONSTRUCTION.



Eng. Number 13652929_C8_01
May 6, 2021
Page 1

Introduction

The purpose of this report is to summarize results of the antenna mount analysis performed for Verizon Wireless at 148 ft.

Supporting Documents

Tower Analysis	ATC Engineering #13652929 C3_02, dated 04/01/2021
Mount Mapping	Infimply Job #1009-20003-H, dated 04/27/2021
RFDS	Veriton Wireless PSLC: 282385, dated 12/10/2020
Photos	Site Photos, dated 03/10/2021

Analysis

This antenna mount was analyzed using RISA-3D v17 analysis software and Kimley-Horn's Mount Analysis Program.

Basic Wind Speed:	114 mph (3-Second Gust)
Basic Wind Speed w/ Ice:	40 mph (3-Second Gust) w/ 1" radial ice concurrent
Codes:	ANSI/TIA-222-H / 2018 IBC / 2020 New York State Uniform Code
Exposure Category:	B
Risk Category:	II
Topographic Factor Procedures:	Method 2
Feature:	Flat
Crest Height (H):	0 ft
Crest Length (L):	0 ft
Spectral Response:	$S_s = 0.232$, $S_i = 0.057$
Soil Class:	D - Stiff soil.
Live Loads:	$L_m = 500 \text{ lbs.}$, $L_v = 250 \text{ lbs.}$

Conclusion

Based on the analysis results, the antenna mount meets the requirements per the applicable codes listed above. The mount can support the equipment as described in this report.

If you have any questions or require additional information, please contact American Tower via email at Engineering@americantower.com. Please include the American Tower site name, site number, and engineering number in the subject line for any questions.



Dewberry.
Dewberry Engineers Inc.
99 SUMMIT STREET
SUITE 700
BOSTON, MA 02110
PHONE: 617.531.0801
FAX: 617.595.3310

REV.	DESCRIPTION	BY	DATE
1	PRELIM	FQ	04/23/21
2	FINAL	FQ	09/07/21

ATC SITE NUMBER:
208041

ATC SITE NAME:
KENT TOWN HALL

VERIZON SITE NAME

KENT HILLS 3

SITE ADDRESS.
18 SYBILS CROSSING
CARMEL HAMLET, NY 10512

SEAL

verizon

DATE DRAWN:	0-7/22/2021
ATC JOB NO.	13652929
CUSTOMER ID:	KENT HILLS 3
CUSTOMER #:	282365

SUPPLEMENTAL

SHEET NUMBER: R-602	REVISION: 0
-------------------------------	-----------------------



We have prepared a proposal for you

Proposal # 000401
Version 3

Prepared for:

Town of Kent

Yulia Kelly
accountant@townofkentny.gov

Prepared by:

Magna5 (Pittsburgh)

Sean Boudreault
sboudreault@magna5global.com



1000 Cliff Mine Rd
#520
Pittsburgh, PA 15275
www.magna5global.com
844-462-4625

Cybersecurity

Description	Recurring	Qty	Ext. Recurring
Gold: Mitigate, per Endpoint	\$12.50	75	\$937.50
Gold: Mitigate, per Server	\$25.00	6	\$150.00
Subtotal:			\$1,087.50

Professional Services (One-time Charge)

Description	Price	Qty	Ext. Price
Setup Fee	\$962.50	1	\$962.50
Subtotal:			\$962.50

Removals

Description	Recurring	Qty	Ext. Recurring
AV Defender - per device, per month	\$2.00	-75	(\$150.00)
Removal Subtotal:			(\$150.00)



1000 Cliff Mine Rd
#520
Pittsburgh, PA 15275
www.magna5global.com
844-462-4625

Proposal Information:

Proposal #: 000401

Version: 3

Delivery Date: 06/03/2021

Expiration Date: 06/30/2021

Auto #: 17477

Contract Term (in months): 36

Prepared for:

Town of Kent

25 Sybil's Crossing

Kent, New York 10512

Yulia Kelly

(845) 306-5588

accountant@townofkentny.gov

Prepared by:

Magna5 (Pittsburgh)

Sean Boudreault

844-462-4625

sboudreault@magna5global.com

Expenses Summary

Description	Amount
Cybersecurity	\$1,087.50
Total:	\$1,087.50

Removal Expenses Summary

Description	Amount
Removals	(\$150.00)
Removal Total:	(\$150.00)

Proposal Summary

Description	Amount
Professional Services (One-time Charge)	\$962.50
Total:	\$962.50

TOWN BOARD MEETING JUNE 15, 2021

In the amount of \$521,891.68 may be paid.

Motion carried unanimously

Announcements

- Fireworks will be June 26, 2021, rain date July 10th. Backyard Olympic starting at 10:00 a.m. must register with Recreation. The Kent Library is sponsoring Bubble Bust at 10:30 a.m. or 12:45 p.m.
- Exploring the Ancient Worlds, Tuesdays at 6:00 p.m. at the Kent Library in July.
- Free Rabies Clinic July 17, at Hubbard Lodge in Cold Spring.
- Kent Recreation & Parks is going live with their new registration within the next few weeks.
- Kent Lakes Association June 7th via Zoom a Workshop focusing on Septic Systems and Septic Systems maintenance.
- Congratulations to Maria Garcia & Natalie Pinero recipients of Carmel Rotary Scholarships given in Councilman Bill Huestis's name.
- Pan Fish Derby June 26, 2021 for Lake Carmel Park District residents.

Public Comment

Sue Kotzur asked if there will be a Town E-Waste Day. Supervisor Fleming replied one is not set up but something that will have to be discussed.

Resolution #230 - Adjournment

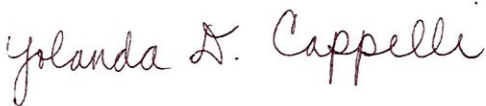
On a motion by Councilman Huestis

Seconded by Supervisor Fleming

Resolved: The Town Board Meeting of June 15, 2021 adjourned at 9:20 p.m.

Motion carried unanimously

Respectfully submitted:



Yolanda D. Cappelli

Town Clerk

Dept. No.	Name	Enc. Amount	Exp. Amount
10020	GROUP INSURANCE	0.00	14,948.52
1110	MUNICIPAL COURT	0.00	9,530.89
1310	FINANCE	0.00	1,961.79
1330	TAX COLLECTION	0.00	31.50
1355	ASSESSMENT	0.00	981.79
1410	TOWN CLERK	0.00	5,000.65
1420	LAW	0.00	6,601.00
1620	BUILDINGS - OPERATIONS&MAINTEN	0.00	9,780.31
1640	CENTRAL GARAGE	0.00	42,658.43
1670	CENTRAL PRINTING & MAILING	0.00	758.98
1680	CENTRAL DATA PROCESSING	0.00	2,307.50
1910	UNALLOCATED INSURANCE	0.00	69,407.54
2001	PARKS & RECREATION	0.00	145.00
3120	POLICE	0.00	59,565.80
3620	SAFETY INSPECTION	0.00	4,579.51
5010	HIGHWAY & STREET ADMIN	0.00	4,638.04
5020	ENGINEERING FOR TRANSPORTATION	0.00	1,883.00
5110	MAINTENANCE OF ROADS	0.00	10,449.39
5120	BRIDGES	0.00	7,156.00
5130	MACHINERY	0.00	35,207.78
5132	GARAGE	0.00	2,529.02
5140	MISCELLANEOUS/BRUSH/WEEDS	0.00	159.96
5142	SNOW REMOVAL	0.00	(228.73)
5182	STREET LIGHTING	0.00	875.97
7020	RECREATION ADMINISTRATION	0.00	3,560.25
7110	PARKS	0.00	11,803.11
7140	PLAYGROUNDS AND RECREATION CENTERS	0.00	240.00
7180	RECREATION LIGHTS	0.00	177.00
7310	RECREATION - YOUTH PROGRAMS	0.00	2,766.49
8020	PLANNING	0.00	174.77
8110	SEWER ADMINISTRATION	0.00	71.34
8160	LANDFILL	0.00	56,855.96
8161	RECYCLING	0.00	0.23
8340	TRANSMISSION/DISTRIBUTION	0.00	7,558.72
8664	CODE ENFORCER	0.00	140.46
8692	GRANTS TO COOPERATING MUNICIPALITIES	0.00	2,250.00
8810	CEMETERIES	0.00	17.86
9060	HOSPITAL MEDICAL INSURANCE	0.00	145,345.85
Grand Total:		0.00	521,891.68

TOWN OF KENT

AP GL Distribution Report

Fiscal Year: 2021 Period From: 1 To: 12 Check/Tran Date 06/15/2021 To: 06/18/2021

ABSTRACT OF CLAIMS FOR TOWN OF KENT AUDIT

The claims set forth for the abstract dated _____ have been audited
by members of the Town Board.

Town Clerk: _____ Date: _____

TO THE SUPERVISOR OF THE TOWN

You are hereby authorized and directed to pay to the order of the following vendors
the various amounts in payment of Claims hereinafter set forth, numbered the same as
above inclusive, which have been audited and allowed and are chargeable to the fund
and appropriation account as designated.

Dept. No.	Name	Enc. Amount	Exp. Amount
0020	GROUP INSURANCE	0.00	14,948.52
1110	MUNICIPAL COURT	0.00	9,530.89
1310	FINANCE	0.00	1,961.79
1330	TAX COLLECTION	0.00	31.50
1355	ASSESSMENT	0.00	981.79
1410	TOWN CLERK	0.00	5,000.65
1420	LAW	0.00	6,601.00
1620	BUILDINGS - OPERATIONS&MAINTEN	0.00	9,780.31
1640	CENTRAL GARAGE	0.00	42,658.43
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5142	SNOW REMOVAL	0.00	(228.73)
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7020	RECREATION ADMINISTRATION	0.00	3,560.25
7110	PARKS	0.00	11,803.11
7140	PLAYGROUNDS AND RECREATION CENTERS	0.00	240.00
7180	RECREATION LIGHTS	0.00	177.00
7310	RECREATION - YOUTH PROGRAMS	0.00	2,766.49
8020	PLANNING	0.00	174.77
8110	SEWER ADMINISTRATION	0.00	71.34
8160	LANDFILL	0.00	56,855.96
8161	RECYCLING	0.00	0.23
8340	TRANSMISSION/DISTRIBUTION	0.00	7,558.72
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8692	GRANTS TO COOPERATING MUNICIPALITIES	0.00	2,250.00
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TOWN OF KENT

AP GL Distribution Report

Fiscal Year: 2021
Period From: 1
To: 12
Check/Tran Date: 06/15/2021
To: 06/18/2021

ABSTRACT OF CLAIMS FOR TOWN OF KENT AUDIT

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the various amounts in payment of Claims hereinafter set forth, numbered the same as
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and appropriation account as designated.

