

## TOWN BOARD MEETING NOVEMBER 9, 2021

A regular Town Board Meeting was held on Tuesday, November 9, 2021 at 7:00 p.m. at the Kent Town Hall, 25 Sybil's Crossing, Town of Kent, New York. To see the full meeting visit the Town of Kent's website at [www.townofkentny.gov](http://www.townofkentny.gov) under Video's on Demand.

### **Military Banner Committee Presentation**

Supervisor Fleming introduced Gail Silke and Maria Barry who lead the Military Banner Campaign in Kent and Carmel. Gail Driscoll Silke and Maria Barry thanked the Supervisor and Town Board for supporting this great program. She said Jaime McGlasson, Rich Othmer and Suzie McDonough are on their committee which began this March and has been well received. To date there are 210 banners, 5 representing women Veterans between the Hamlet of Carmel and Kent. She thanked the Kent, Carmel and Putnam County Highway Departments for displaying them. She informed all in addition they were able to donate to a family in need in Lake Carmel, they replaced the Civil War Veteran Banners with theirs and tonight they would like to donate two beautiful banners to be placed at the Veterans Memorial Park in Lake Carmel and the Putnam County Park in Kent. She said they will also be donating money to United for the Troops, the Vet to Vet Program, National Honor Guard and the Guardian Program. She thanked them for their support, we are Putnam proud of our Veterans. There was a round of applause.

### **Pledge of Allegiance**

Supervisor Fleming called the meeting to order with the Salute to the Flag at 7:15 p.m.

### **Roll Call**

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

Also present: Highway Superintendent Othmer, Town Clerk Cappelli, Town Counsel Tagliafierro, Chief Owens, Director of Finance Kelly, Councilwoman Elect Balant-Campbell, Lake Carmel Park District Member Ulich, CAC Chair Volckmann, and several members of the public

### **Resolution #341 - Open the 2022 Preliminary Budget Hearing**

On a motion by Supervisor Fleming  
 Seconded by Councilwoman McGlasson  
 Resolved: The 2022 Preliminary Budget Hearing was re-opened.  
 Motion carried unanimously

Director of Finance Kelly stated last week she went through the 2022 Budget and mentioned the retirement contributions came in lower by 25%, as a result the appropriations in the General Fund originally \$116,000 declined to \$48,000. Highway Fund originally \$329,000 down to \$276,000, Lake Carmel Park District originally \$55,000 down to \$47,000, and Lake Carmel Sanitation went down to \$63,000 from \$82,000. Overall use of Fund Balance decreased from \$583,000 to \$435,000. Councilman Huestis advocated for an increase in Euro Video's contract. Supervisor Fleming replied a fee of \$250.00 was discussed. Councilman Huestis asked the fees collected for the registry program for abandon homes goes back into the Building Department to continue funding the project. Yulia replied yes it is. Councilman Denbaum said it is the last budget for Maureen, Bill and himself they have done 8 budgets. He thinks it is important to recognize when he ran for office one of his agenda was no tax increases, he recalls the response you can't do it and if you did it is only worth a few dollars. He said through all board members help every year they have stuck to the policy of not raising taxes as we have already taxed the residents by having a significant amount of money in fund balance. He said we were matching Putnam County with the same tax increases of 1.5% - 2%. He used his town tax of \$1,900 as an example. He said if taxes did not remain flat since 2014 a home like his would have increased a few hundred dollars each year with an average accumulating to \$1,700.00. He thanked his fellow board members for going down this road without cutting services. Supervisor Fleming said when she came into office with Bill and Paul that was a major issue. The first year the board gave back their raises, it is public service. She said we gave back to the General Fund and this year putting back \$200,000. She is proud of the record and the support all the town boards have agreed was important. There were no questions or comments on the budget.

### **Resolution #342 - Adjourn the 2022 Preliminary Budget Hearing**

On a motion by Supervisor Fleming  
 Seconded by Councilwoman McGlasson  
 Resolved: The 2022 Preliminary Budget Hearing was closed.  
 Motion carried unanimously

## TOWN BOARD MEETING NOVEMBER 9, 2021

**Resolution #343 - Adopt 2022 Budget**

On a motion by Councilman Denbaum

Seconded by Councilwoman McGlasson

**WHEREAS**, on November 4, 2021 the Town Board of the Town of Kent duly held a public hearing on the Preliminary Budget for the fiscal year 2022, which public hearing was held over to November 9, 2021, at which time the public was invited to attend and be heard; and

**WHEREAS**, the Town Board heard all persons desiring to be heard in the matter, and the matter of the budget for the Town for said fiscal year was fully discussed and considered by the Town Board; and

**NOW THEREFORE BE IT RESOLVED** that the Final Budget, as incorporated herein and made a part hereof, is hereby adopted as the annual budget of the Town of Kent for the fiscal year beginning the 1st day of January, 2022 and that such budget as so adopted be entered in detail in the minutes of the Town Board; and

**IT IS FURTHER RESOLVED** that the Town Clerk of the Town of Kent, Yolanda D. Cappelli, shall prepare and certify in duplicate, copies of said annual budget as adopted by this Town Board, and deliver one copy thereof to the Town Supervisor Maureen Fleming, to be presented by her to the Putnam County Board of Legislators.

Motion carried unanimously

**Resolution #344 - Open the 2022/2023 Lake Carmel Fire Department Contract Public Hearing**

On a motion by Supervisor Fleming

Seconded by Councilman Huestis

Resolved: The 2022/2023 Lake Carmel Fire Department Contract Public Hearing was opened.

Motion carried unanimously

**Public Hearing Lake Carmel Fire Department 2022/2023 Contract**

Supervisor Fleming said before them is a 2year contract with the Lake Carmel Fire Department. It has been a pleasure to work with them on their budget, we are lucky we have two Fire Departments. She explained we do not have to approve the Kent Fire Department's contract because they are run by a Board of Commissioners and the public votes on their budget every year, Lake Carmel is different. She said the 2 year contract is a .5% for 2022 and .25% for 2023. Councilman Huestis said we have received some grants for the Fire Departments and awaiting a reply on some others. There were no questions or comments and decided to vote on this item tonight.

**Resolution #345 - Close the 2022/2023 Lake Carmel Fire Department Contract Public Hearing**

On a motion by Supervisor Fleming

Seconded by Councilman Huestis

Resolved: The 2022/2023 Lake Carmel Fire Department Contract Public Hearing was closed.

Motion carried unanimously

**Resolution #346 - 2022/2023 Lake Carmel Fire Department Contract**

On a motion by Supervisor Fleming

Seconded by Councilman Denbaum and Huestis

Resolved: The terms of the 2022/2023 Fire Protection Contract with the Lake Carmel Fire Department were accepted, and authorizes and directs the Supervisor to execute any and all documents necessary to give effect to this resolution.

Motion carried unanimously

**Resolution #347 - Accept Erosion Control Surety Bond**

On a motion by Councilwoman McGlasson

Seconded by Supervisor Fleming

**WHEREAS**, the Planning Board, by Resolution #14 of the Year 2021, dated November 4, 2021, has recommended that the Town Board accept: (i) an Erosion Control Bond in the amount of \$3,665; and (ii) an escrow for the Final Inspection Fee in the amount of \$1,000 from the owner of the property located at 33 Clearpool Road, identified as Tax Map No. 32.-1-9.1; and

**WHEREAS**, the Town Board wishes to accept the recommendation as set forth in Planning Board Resolution #14 and accept the erosion control bond and inspection fee;

**NOW, THEREFORE BE IT RESOLVED**, that the Town Board of the Town of Kent hereby accepts the recommendation of the Planning Board that an Erosion Control Bond in the amount of \$3,665 be

**FIRE PROTECTION CONTRACT  
TOWN OF KENT WITH LAKE CARMEL FIRE DEPARTMENT, INC.**

**THIS AGREEMENT** made as of the \_\_\_<sup>st</sup> day of \_\_\_\_\_ 2021 and effective as of January 1, 2022, by and between the TOWN OF KENT, a municipal corporation of the State of New York, having an office and place of business at 25 Sybil's Crossing, Carmel, New York 10512 (hereinafter referred to as the "Town"); and the LAKE CARMEL FIRE DEPARTMENT, INC., having its business offices at 851 Route 52, Carmel, New York 10512 (hereinafter referred to as the "Fire Department");

**WHEREAS**, there has been duly established in the Town of Kent a fire protection district known as the Lake Carmel Fire Protection District No. 1 (the "District"); and

**WHEREAS**, the Fire Department has proposed to provide fire protection, emergency rescue, ambulance and first aid (collectively referred to herein as "Fire Protection Services") to the District for the term and for the compensation set forth below; and

**WHEREAS**, the Town and the Fire Department are desirous of entering into an agreement to provide Fire Protection Services to the District, and

1. The Town is a municipal corporation of the State of New York.
2. The Town desires to contract with the Fire Department for Fire Protection services.
3. The Fire Department has the necessary qualifications to provide the services desired by the Town.
4. The Fire Department is willing to be employed by the Town, and the Town is willing to employ the Fire Department on the terms and conditions hereinafter set forth.
5. The Town has the necessary funds to pay the Fire Department pursuant to the terms of the Contract; and

WHEREAS, by Resolution dated \_\_\_\_\_, 2021, after a public hearing, the Town Board of the Town of Kent awarded the Fire Department the contract to provide Fire Protection Services to the District; and

WHEREAS, the Fire Department agrees to furnish to the Town Fire Protection Services in the District for the 2022 and 2023 calendar years, and the Town agrees on behalf of the District to pay the Fire Department the sum of \$995,833.39 for 2022 and 998,322.97 for 2023 for its services for said years;

NOW, in consideration of the mutual covenants contained herein, the Town and the Fire Department hereby agree that the terms and conditions of this Contract shall govern the agreement between the parties, and the parties hereto further agree as follows:

#### **SECTION I - EMPLOYMENT**

1. The members of the Fire Department, while engaged in the performance of their duties in answering, attending upon or returning from any call provided for by this Contract, shall have all the rights, privileges and immunities granted by the laws of the State of New York.

2. The Fire Department shall at all times during the period of this contract be subject to call for attendance upon any situation requiring Fire Protection Services occurring in the District. Fire protection shall not include inspections of buildings and properties in the fire protection district. Fire Protection may include but need not be limited to: responding to structure fires, wild land, brush and vegetation fires, fire alarms and carbon monoxide alarms, hazardous materials calls and spills (at an operations level), emergency ambulance services, search and rescue, traffic control at accidents, downed wire calls, gas and other odor calls, and non-emergency assists of homeowners and assistance to vehicle operators.

When notified of a call within the District and when available, the Fire Department shall respond and attend upon the call with appropriate expedience and with suitable equipment and qualified personnel as, in the reasonable judgment of the Fire Chief, shall be necessary. Upon arriving at the scene of the call the firepersons attending shall proceed diligently and as deemed by the Incident Commander to be reasonable and necessary. Provided a system of mutual aid is in place, the failure of the Fire Department to respond to a call, or the failure of the Fire Department to respond to a call when multiple calls arise at or about the same time shall not be a violation of this Contract.

3. By the first day of September of each year, the Fire Department shall provide a copy of its budget for the following year, a fiscal year commencing January 1 to December 31, to the Town. The Town shall hold a public hearing and provide to the public the proposed contract along with the proposed contractual amount no later than the last day of October.

4. The Fire Department shall, in accordance with Section 209-z of the General Municipal Law, have its records audited annually by an independent certified public accountant or firm of certified public accountants and within 60 days of the end of the Fire Department's fiscal term, it shall submit a copy of its audit report to the Town Board.

5. Following the approval by the Fire Department of a new member, the Fire Department shall submit the name of the new member along with a copy of the new member's application and arson and background investigation check to the Town Board for approval pursuant to Not-For-Profit Law 1402(c)(3). The submittal of information may be made by 3pm prior to the regularly scheduled meeting via fax or email to the Town Clerk and the request for approval will be acted upon without delay, but in no event later than 30 days after receipt by the

Town Clerk of the submittal of the new member information. Along with the request for approval of the new member, the Fire Department shall confirm in writing to the Town Board that the addition of the new member will not violate the terms of Paragraph 6 below.

6. Except as otherwise permitted by law, the Fire Department must maintain an annual membership containing no more than forty-five (45%) percent of its members living outside of the fire protection district.

7. Pursuant to Not-For-Profit Law Section 1402(f) and within 30 days of the Fire Department's annual elections of officers and directors, the Fire Department shall make and file in the Putnam County Clerk's Office a verified certificate stating the names of the directors and officers of the corporation, containing an inventory of its property, a statement of its liabilities and that the corporation has not engaged, directly or indirectly, in any business other than that set forth in its certificate of incorporation. A copy of same shall be simultaneously filed with the Town Clerk.

8. By March 15 of each contract year, the Fire Department shall submit to the Town Board a list of the members who have achieved for the previous year the point requirements set forth in Section 217 of the General Municipal Law for the Length of Service Award Program (LOSAP). The Department shall maintain, for a period of 7 years from each calendar year, the supporting documentation substantiating that the members have qualified for their Department points and LOSAP points and said information shall be available for audit by the Town within five (5) days of its request to review said information. Said supporting documentation should include copies of the sign in sheets or point sheets (electronic versions are acceptable) or any electronic sign in data, if such a system is used.

## **SECTION 2-BEST EFFORTS OF FIRE DEPARTMENT**

The Fire Department agrees that, at all times, it will faithfully, industriously and to the best of its ability, experience and talents perform all of the duties that may be required of and from it pursuant to express and implicit terms hereof, to the reasonable satisfaction of the Town.

## **SECTION 3 - TERMS OF EMPLOYMENT**

Employment under this Contract shall commence as of January 1, 2021 and shall continue for a period of (1) Year until December 31, 2021.

## **SECTION 4-COMPENSATION OF FIRE DEPARTMENT**

The Town, in consideration of the Fire Department faithfully complying with all the terms and conditions herein set forth, shall pay to the Fire Department and the Fire Department shall accept from the Town the sum designated for each year as set forth above. All monies charged hereunder shall be a charge upon the taxable property located in the Town.

## **SECTION 5-FIRE DEPARTMENT TO COMPLY WITH LAW**

The Fire Department agrees to comply with the provisions of Sections 103-a and 103-b of the General Municipal Law and Section 139-b of the State Finance Law, regarding waiver of immunity when called before a Grand Jury. All other provisions of law required to be made a part of this Contract are hereby deemed incorporated herein. Performance under the terms and conditions of this Contract shall be subject to conformance with all applicable laws, rules and regulations in effect as of the date of this Contract including without limitation, the necessary reports and filings to be made under Section 519 of the Not For Profit Law and Sections 30-A and 33a of the General Municipal Law.

#### **SECTION 6-ASSIGNMENT**

This Contract may not be assigned by the Fire Department or its right, title and interest therein assigned, transferred, conveyed, sublet or disposed of without the prior consent, in writing, of the Town. In addition, if ambulance service is changed, it shall be responsibility of the Fire Department to notify all resident of the District.

#### **SECTION 7-REMEDIES**

This Contract may be terminated upon a material breach which remains uncorrected after thirty (30) days written notice to the Fire Department by the Town sent by certified mail, return receipt requested. Upon termination, the Department shall remit its pro-rata share of that year's contract funds to the Town.

#### **SECTION 8-ENTIRE AGREEMENT**

It is understood that this Contract constitutes the entire agreement between the Fire Department and the Town. Should any part of this Contract be declared void by legal ruling, all other parts of this Contract shall remain in effect.

#### **SECTION 9-INSURANCE/INDEMNIFICATION**

Except as stated below, the Fire Department, at its own cost and expense, shall provide a policy or policies of insurance customarily required for the operation of volunteer fire department including without limitation a policy of (a) directors and officers insurance covering the Fire Department administration; and (b) general liability insurance providing for insurance coverage in a minimum aggregate amount of Two Million Dollars (\$2,000,000.00) and shall provide



additional coverage in said certificate of insurance to include liability products and completed operations. The Fire Department shall provide to the Town certificates of insurance evidencing the aforementioned coverage, naming it as an additional insured which shall contain provisions indicating that said policies may not be cancelled without at least 30 days-notice to the Fire Department and the Town.

Town shall remain liable for benefits payable under the Volunteer Firefighters' Benefit Law (VFBL) as required by Section 30 of the VFBL. Town shall arrange for coverage of the VFBL benefits, which for the year 2021 shall be \$46,119. Town will deduct such amount from the contract price as to be remitted to the County for the cost of the VFBL.

#### **SECTION 10-NONDISCRIMINATION**

During the term of this Contract, the Fire Department agrees that in accordance with Article 15 of the Executive law (also known as the Human Rights law) and all other state and federal statutory and constitutional non-discrimination provisions, the Fire Department will not discriminate against any volunteer or applicant because of race, creed, color, sex, national origin or marital status, except as permitted by law. The Fire Department is subject to possible termination of this Contract and forfeiture of all monies due hereunder for a violation of this clause.

#### **SECTION 11-GOVERNING LAW**

This Contract and the performance thereof shall be governed, interpreted, construed, and regulated by the laws of the State of New York.

#### **SECTION 12-PARTIAL INVALIDITY**

If any term, covenant, condition or provision of this Contract or the application thereof to

any person or circumstances shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Contract, or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition and provision of this Contract shall be valid and be enforced to the fullest extent permitted by law.

#### **SECTION 13-ENDORSEMENTS**

No agreement, oral or written, respecting this Contract shall be binding upon either party unless in writing and attached hereto.

#### **SECTION 14-NOTICE OF CLAIM**

Service of a verified claim on the Town Clerk within ninety (90) days of accrual of a claim against the Town or completion of the work or portion thereof, whichever is earlier, and the expiration of forty (40) days thereafter shall be a condition precedent to the commencement by the Fire Department of any action or proceeding with respect to this Contract.

#### **SECTION 15-COUNTERPARTS**

This Contract maybe executed in counterparts and when taken together, shall constitute one Contract.

#### **SECTION 16-RESOLUTION**

This contract has been approved by a majority of the members of the Fire Department by Resolution adopted in accordance with the Fire Department By-Laws at either a regular or special meeting.

#### **SECTION 17- NOTICES**

All notices, requests, demands and other communications required o permitted to be

given hereunder shall be in writing, and shall be deemed duly given if delivered by hand or mailed by a registered or certified mail, return receipt requested, to the parties at the the addresses listed above.

#### **SECTION 18- CERTIFICATE OF INCORPORATION AND BY-LAWS**

If not already in place, the Fire Department shall amend its Certificate of Incorporation to (a) expand on its purposes section to include reference to emergency ambulance services, (b) provide the authorization solicit donations, (c) provide the power to provide mutual aid services; (d) reduce its territory for response area to the boundaries of Fire Protection District No. 1; (e) list each of its original directors and that each director shall be at least 18 years of age; and (f) to provide for indemnification of its directors, which may alternatively be provided for in its bylaws. The Fire Department shall submit a copy of its By-Laws to the Town in effect for calendar year 2021.

#### **SECTION 19- APPROVAL OF FUNDRAISING ACTIVITIES**

The Town hereby authorizes the Fire Department to engage in fundraising activities as it deems necessary, appropriate or convenient.

#### **ATTESTATION CLAUSE**

IN WITNESS WHEREOF, the parties have executed this Contract on the date first above written.

THE TOWN OF KENT

LAKE CARMEL FIRE DEPARTMENT, INC.

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

By: \_\_\_\_\_  
\_\_\_\_\_, President



## TOWN BOARD MEETING NOVEMBER 9, 2021

posted, and an escrow for the Final Inspection Fee in the amount of \$1,000 be approved for 33 Clearpool Road.

Motion carried unanimously

**Resolution #348 - Authorizing Acceptance of Proposal of American Tower for Equipment Installation**

On a motion by Councilman Denbaum

Seconded by Councilwoman McGlasson

**WHEREAS**, the Town, as Landlord, previously entered into Lease Agreements with Homeland Towers, LLC as Lessee for sites within the Town of Kent, including, a site at 146 Ressique Street, Carmel, New York 10512 (hereinafter, "the Lease Agreements");

**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**, the Lessee is requesting the Town Board's approval on a proposal for the installation of equipment by Verizon Wireless at 146 Ressique Street, consistent with the proposal submitted by American Towers, 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 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

**Appointing Assessor**

This Item was tabled.

**Resolution #349 - Appointing Court Officer & Authorizing Town Clerk to Advertise for Court Officer for Justice Court**

On a motion by Councilman Denbaum

Seconded by Councilwoman McGlasson

**WHEREAS**, there is a need to fill open positions for Court Officers for the Town of Kent Justice Court; and

**WHEREAS**, the Town Justices have recommended that the Town hire Jerry Locascio as Court Officer; and

**WHEREAS**, the Town of Kent wishes to accept the Town Justices' recommendation and hire Mr. Locascio and wishes to authorize the Town Clerk to advertise for applications to fill the additional open position of Court Officer;

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board of the Town of Kent hereby authorizes the hiring of Jerry Locascio as a Court Officer of the Town of Kent Justice Court at the rate of pay of \$22.50; and

**BE IT FURTHER RESOLVED**, that the Town Board of the Town of Kent hereby authorizes its Town Clerk, Yolanda D. Cappelli, to advertise for applications for the position of Court Officer for the Town Justice Court.

Motion carried unanimously

**December Town Board Meeting Dates**

Supervisor Fleming did not know if the Board was interested in moving the meeting dates to December 7 and the 14<sup>th</sup>. This item to be discussed again at the next meeting.

**Resolution #350 - Authorizing Correction of Violation, Acceptance of Proposal & Charge Property Owner 8 Heathcote Road**

## TOWN BOARD MEETING NOVEMBER 9, 2021

On a motion by Councilwoman McGlasson  
Seconded by Supervisor Fleming

**WHEREAS**, the Code Enforcement Officer of the Town of Kent issued an Order to Remedy a Violation dated October 5, 2021 (the "Order to Remedy") directing the owner to remove rubbish, grass and overgrowth from the exterior of the property identified as 8 Heathcote Road, Kent, New York (the "Property"); and

**WHEREAS**, the Order to Remedy directs the owner to correct the violation or respond to the Code Enforcement Office within ten days and, to date, the owner of the Property has not responded or corrected the violations; 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 violation; and

**WHEREAS**, consistent with the Town's Procurement Policy, the Town of Kent requested three written proposals from contractors to correct the violation on the Property and received two proposals in response with the lowest proposal from Larry Reynolds Tree Service in the amount of \$800, a copy of said proposals are annexed hereto and incorporated by reference; and

**NOW, THEREFORE, BE IT RESOLVED**, the Town Board of the Town of Kent hereby accepts the bid of Larry Reynolds Tree Service for the correction of the violation at a cost not to exceed \$800; and

**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 owner by the Town in accordance with Chapter 55A-12(B).  
Motion carried unanimously

**Resolution #351 - Accept NYSDEC Hudson River Estuary Program Grant**

On a motion by Councilman Denbaum  
Seconded by Councilwoman McGlasson

**WHEREAS**, the NYSDEC Hudson River Estuary Program has awarded a grant in the amount of \$49,960 (the "Grant") to the Town of Kent; and

**WHEREAS**, the Town Board desires to accept the Grant and to approve and ratify any and all prior action taken by Town Officials in connection therewith;

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board of the Town of Kent hereby gratefully accepts the Grant in the amount of \$49,960; and it is

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

**BE IT FURTHER RESOLVED**, that the Town Board of the Town of Kent hereby approves and ratifies all acts heretofore taken by the Town Board, Town Supervisor, and any and all other Town Officials in connection with the subject grant.  
Motion carried unanimously

Chairman of the CAC, Bill Volckmann spoke on the grant. (see attached)

**Resolution #352 - Approval of Vouchers & Claims**

On a motion by Councilman Huestis  
Seconded by Supervisor Fleming

Resolved: All Vouchers #200161068 - #200161297 and claims received from:

- |                     |            |                              |
|---------------------|------------|------------------------------|
| 1. Allstate V3.0    | \$3,867.00 | Electrical Work: Ryan's Park |
| 2. C&S Auto Service | \$5,217.90 | Tires                        |



Town of Kent  
25 Sybils Crossing  
Kent Lakes, NY 10512

October 29, 2021

**REQUEST FOR APPROVAL OF PROPOSED INSTALLATION OF EQUIPMENT**

<b>SITE NUMBER</b>	<b>SITE NAME</b>	<b>PROJECT NUM.</b>	<b>CUSTOMER*</b>
<b>208442</b>	<b>Kent Landfill</b>	<b>13654108</b>	<b>VERIZON WIRELESS</b>
<b>SITE ADDRESS</b>		<b>GROUND AGREEMENT</b>	
<b>146 Ressique Street Kent Lakes, New York 10512</b>		<b>Wireless Communications Site Lease Agreement dated October 4, 2012</b>	

\* 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.

Also, included for your convenience are the Tower Modification Drawings and the related 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.
- You may receive revenue share pursuant to the ground lease as a result of this equipment modification.

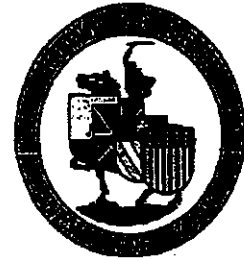
If you could please approve of this proposed equipment modification by signing this letter below and returning it to my attention, either by mail or email, I would appreciate it.

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.







Office (845) 306-5595

Fax (845) 225-5130

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

Oct. 30th, 2021

To: Supervisor Fleming and Town Board Members of Kent  
From: Jack Keher C.E.O. of Vacant Buildings  
Re: 8 Heathcote Rd

TM.# 33.74-1-36

Enclosed please find the violation issued by the undersigned and bids for correction. The site owner is deceased and efforts to contact family members has gone unanswered.

The following proposals have been submitted;

Bill Henry Tree Service:	\$850.00
Johnson's Tree Service:	Failed to submit bid
Larry Reynolds Tree Service:	\$800.00

For your consideration and approval.

Respectfully,

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

## NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

### Hudson River Estuary Program

625 Broadway, Albany, NY 12233-3506

P: (518) 402-8270 | F: (518) 402-9029

[www.dec.ny.gov](http://www.dec.ny.gov)

October 26, 2021

Caleb Duncan  
Town of Kent  
25 Sybils Crossing  
Kent Lakes, New York 10512

Dear Caleb Duncan:

Congratulations! Town of Kent has been selected for a grant of **\$49,960** for the "*Town of Kent Natural Resources Inventory Project*" project under the 2020 Hudson River Estuary Grant Program (Contract No. T01188GG).

All NYS agencies are required to use the NYS Grants Gateway to execute grant contracts. The Master Contract for Grants (MCG) for this grant award has been developed in the Grants Gateway. I will send you an email shortly outlining the next steps in preparation for contract execution.

Please be sure any communication or press release about this grant award includes a statement that funding for the grant award is provided by the New York State Environmental Protection Fund, NYSDEC Hudson River Estuary Program.

Thank you for your partnership and commitment to preserving the vitality of the Hudson River Estuary.

Sincerely,



Susan Pepe  
Grants Coordinator

cc: Frances Dunwell, Hudson River Estuary Program Coordinator



Department of  
Environmental  
Conservation



November 9, 2021

The Town of Kent Conservation Advisory Committee (CAC) is pleased to announce that the CAC has been awarded a grant by the NYS Department of Environmental Conservation Hudson River Estuary Program for an amount of \$49,960 to proceed with a project to create a Natural Resources Inventory (NRI), which includes a complete biodiversity inventory addendum project to the NRI.

We want to thank our town board members, especially Chris Ruthven, the town board liaison to the CAC, along with Caleb Duncan and the entire team at Millennium Strategies who have worked with and will continue to provide their professional support to the CAC to fulfill all requirements necessary for applying for and receiving this grant. Additionally, we thank several additional supporters of our NRI project for who provided letters of support to this grant application, including Judy Terlizzi of the Putnam Land Trust, Michael Usai of the NYC Department of Environmental Protection, Sandy Galef, NYS Assemblywoman, Sue Serino, NYS Senator, Mary Ellen O'Dell, Putnam County Executive, and Lori Taylor of the Putnam County Soil and Conservation District, Stephanie Hubert, Executive Director of the Cornell Cooperative Extension in Putnam County and the Kent Conservation Foundation.

This grant awarded to the Town CAC will enable the CAC to proceed with the goal of a complete NRI project. Required matching grant funds are being provided in full by the dedicated volunteer work of two professional colleagues here in the Town of Kent. Bill Buck is a recently retired botanist from the New York Botanical Garden where he is a renowned expert on mosses and lichens and Beth Herr is our resident naturalist, former director of the Ward Pound Ridge Park Nature and Education program and former Chair of the CAC. This volunteer work to produce a comprehensive biodiversity inventory of all plants and animals living in our region will not only become an addendum to the NRI, but, is also expected to become a reference guide for this region in NYS. Bill and Beth are working with fellow colleagues at various universities and museums, including the University of Connecticut and the Canadian Museum of Nature, who are experts in different areas of flora and fauna identification to help properly identify many of the interesting and sometimes unique species being discovered right here in the Town of Kent. We are fortunate to have such highly regarded professionals devoting their time to produce such an important piece of the NRI project.



As part of this volunteer project, the CAC wants to state that the biodiversity inventory project is volunteer driven and is always on the lookout for additional volunteers who have an interest in coming out to help find and collect specimens to be then analyzed, categorized and recorded. For anyone who has an interest, please reach out to the CAC and we will be glad to have you along for any time you have available. For more information and how to contact our CAC biodiversity team, find us at [www.kentcac.info](http://www.kentcac.info) or email us at [bbuck@nybg.org](mailto:bbuck@nybg.org).

The NRI will compile information about the Town's geology, topography, soils, streams, wetlands, forests, wildlife, historical and archaeological sites. Completion NRI for the town is an important part of fulfilling a part of the 2008 Kent Comprehensive Plan and will become available for use by our municipal town and county planning agencies, interested community and watershed groups, developers, and residents. Some applications of the NRI include:

- Public education
- Environmental review of development proposals
- Identification of conservation priorities
- Comprehensive plan update
- Zoning and subdivision
- regulation updates
- Watershed assessment and planning
- Open space planning and acquisition
- Critical environmental area (CEA) designation

It is for these purposes that the NRI is also an important part of meeting the goals of resiliency planning and the certification process for the NYS Climate Smart Communities program, which the Town of Kent joined in November of 2019.

## TOWN BOARD MEETING NOVEMBER 9, 2021

	\$5,163.35	
3. City Carting	\$19,723.66	Lake Carmel Garbage
4. CivicPlus	\$3,713.15	Website Renewal
5. F.I. Adams, Inc.	\$24,200.00	Drill & Hammer Rocks
6. Genserve	\$5,375.32	Repair WD#1
	\$8,392.55	
7. Global Montello Group	\$5,162.21	Fuel
8. Hudson River Truck & Trailer	\$9,191.00	Trailer
9. Hogan & Rossi	\$5,416.63	November Legal Services
10. Home Depot	\$2,001.40	Leaf Bags
11. Intercounty Paving Co.	\$414,928.91	Blacktop
12. Magna5 MS	\$3,251.00	Network Service: Aug
	\$3,243.00	Network Service: Sept.
	\$3,553.80	Network Service: Oct.
	\$3,516.10	Network Service: Nov
13. Millennium Strategies	\$2,250.00	Grant Services
14. NYCOMCO	\$2,846.00	2 Way Radios: Police
15. NYS Dept. of Civil Service	\$209,435.17	Health Insurance: November
16. NYSEG	\$3,324.98	Electric: Ryan's Park
	\$5,035.88	Electric: Park Field
	\$3,648.23	Electric: Police
17. Peckham Materials	\$40,906.66	Blacktop
	\$22,271.27	
18. SAMR, Inc.	\$3,250.00	E-Waste
19. Sundog Signs	\$3,200.00	Repair Sign
In the amount of \$929,487.15 may be paid.		

Motion carried unanimously

#### **Announcements**

-The Kent Library will participate in Food for Fines from 11/1 – 11/24, anyone with overdue fines can have \$1.00 waived for every non-perishable item they donate to the library.

-Veterans day is 11/11, a ceremony will take place at 9:30 a.m. at the Kent's Veteran Memorial on Terry Hill Road.

-The Kent Historical Society will have an Open House at the One Room Schoolhouse, 407 Farmers Mills Road on 11/11 10:00 a.m to noon. On 11/14/21 they will have their 120 Year Celebration from noon to 3:00 p.m. On 11/25/21 an Open House from noon to 3:00 p.m.

-The Friends Book sale will be sponsoring a Veterans Appreciation, Saturday, November 13<sup>th</sup> from 11:00 a.m. to 2:00 p.m. fill a bag with books for \$3.00.

-In order to facilitate the removal of snow as a reminder there is no parking on Town of Kent streets from November 15<sup>th</sup> to April 15<sup>th</sup>.

-An overview of structural, mechanical, environmental as well as ADA concerns have begun at the Lake Carmel Community Center and the old Town Hall.

#### **Public Comment**

Bob Ulich asked for an update on the proposed bus garage. Supervisor Fleming replied not yet. Bob Ulich asked again about the removal of the dock that was approved by the board four years ago and is still there. Supervisor replied yes.

#### **Resolution #353 - Adjournment**

On a motion by Councilman Huestis

Seconded by Supervisor Fleming

Resolved: The Town Board meeting of November 9, 2021 adjourned at 8:20 p.m.

Motion carried unanimously

Respectfully submitted,

*Yolande D. Cappelli*

