

**TOWN OF KENT  
TOWN BOARD MEETING  
Tuesday, February 9, 2021  
THIS MEETING WILL BE CONDUCTED VIRTUALLY**

The Town of Kent will be holding its regularly scheduled Town Board meeting on Tuesday, February 9<sup>th</sup>, at 7:00 p.m. via ZOOM. The meeting will be broadcasted live on the Town of Kent cable channel and YouTube. The public can participate via ZOOM or by sending comments in advance to [supervisor@townofkentny.gov](mailto:supervisor@townofkentny.gov).

To Join Zoom Meeting: <https://us02web.zoom.us/j/5877083251>  
Dial by your location: +1 929 205 6099 US (New York)  
Meeting ID: 587 708 3251

YouTube: <https://youtu.be/f3l6MTmeGjM>  
Cable Channels: Verizon – 28, Comcast – 95

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

1. Pledge of Allegiance
2. Discussion and/or Vote on the following:
  - a. Set Public Hearing to extend Mining Moratorium
  - b. Highway – advertise for bids on the construction of a new Highway/Sanitation Lean-to building at 62 Ludington Ct., advertise for structural and mechanical bids for the restoration to 311 Highway Garage, sale of 2015 “Tella Star” Dump-Sand-Plow Truck, purchase of Dodge 5500 Dump-Sand-Plow Truck
  - c. Lake Carmel Fire Department - set public hearing for contract
  - d. Kent Police – purchase of new vehicle
  - e. Planning – bond return for TM# 32.-1-36 and TM# 33.-42-2-49-51
  - f. Code Enforcer – contract to correct violations at TM# 22.58-1-35 and TM#22.-2-16
  - g. Recreation – advertise for bids for retaining wall at Edward Ryan Memorial Park
  - h. Outreach Worker Service Contract
  - i. Approval of Vouchers and Claims
3. Announcements
4. Public Comment

The Town Board Meeting was held on Tuesday, February 9, 2021 at 7:00 p.m. via ZOOM. The meeting was televised live on the Town of Kent Cable Channels as well as live streamed on YOU Tube. The public was able to participate via Zoom, You Tube, telephone or by emailing comments to the Supervisor. 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.

Roll Call

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

Also Present: Town Clerk Cappelli, Town Counsel Nancy Tagliafiero, Highway Superintendent Othmer and several members of the public.

Pledge of Allegiance

Supervisor Fleming called the meeting to order with the Salute to the Flag at 7:01 p.m.

**Resolution #81 - Introducing Local Law#1/2021 & Providing for Public Hearing to Extend Mining Moratorium Local Law#1/2021**

On a motion by Councilman Ruthven

Seconded by Councilman Huestis & Councilwoman McGlasson

**Be It Resolved**, that an amendment to the Kent Town Code Extending a Temporary Land Use Moratorium Prohibiting Mining is hereby Introduced by Councilman Ruthven, as Introductory Local Law #1 of the year 2021 before the Town Board of the Town of Kent, County of Putnam and State of New York, and

**Be It Further Resolved**, that copies of the aforesaid proposed Amendment, 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 Amendment at the Town Hall, in the Town of Kent, New York at 7:00 p.m. on March 2, 2021 and

**Be It Further Resolved**, that the Town Clerk publish or cause to publish a public notice in the official newspaper of the Town of Kent of said Public Hearing at least ten(10) days prior thereto.

Upon Roll Call Vote:

Councilman Huestis: aye  
 Councilman Denbaum: aye  
 Councilwoman McGlasson: aye  
 Councilman Ruthven: aye  
 Supervisor Fleming: aye  
 Motion carried unanimously

**Resolution #82 - Authorizing Town Clerk to Advertise for Restoration & Repair of the Existing 1968 Highway Building Facility**

On a motion by Councilwoman McGlasson

Seconded by Councilman Ruthven

**WHEREAS**, the Town of Kent wishes to advertise for bids for the complete restoration and repair of the existing 1968 Highway Building Facility, including, the upgrade to modern OSHA & NYS Energy standards, all mechanical plumbing, electric, HVAC, siding, roofing, insulation of the building and the re-surfacing of the concrete floors; and

**WHEREAS**, the Town Board of the Town of Kent wishes to authorize its Town Clerk, Yolanda D. Cappelli, to advertise for bids for the complete restoration and repair of the existing 1968 Highway Building Facility;

TOWN OF KENT LOCAL LAW NO. \_\_\_\_ of 2021  
A LOCAL LAW EXTENDING A TEMPORARY LAND USE MORATORIUM  
PROHIBITING MINING WITHIN THE TOWN OF KENT

BE IT ENACTED by the Town Board of the Town of Kent, Putnam County, New York, as follows:

Section 1. Legislative Intent.

This local law is intended to extend the temporary prohibition on the issuance of permits for the excavation of sand, gravel, topsoil, rock or other natural material within the Town of Kent, for an additional period of up to six (6) months, pending the further development and adoption of local laws and/or ordinances prepared to regulate and govern such excavation.

By resolution dated March 3, 2020 the Town Board adopted Local Law #1 of 2020 temporarily prohibiting the issuance of permits for the excavation of sand, gravel, topsoil and rock or other natural material within the Town of Kent for a period of six (6) months from the effective date of said Local Law #1 of 2020.

On March 7, 2020, Governor Andrew Cuomo issued Executive Order Number 202, declaring a State disaster emergency for the entire State of New York due to the COVID-19 pandemic. The COVID-19 Pandemic is an outbreak declared a "public health emergency" for the entire United States by the United State Health and Human Services Secretary on or about January 31, 2020. Further, by Executive Order effective as of March 22, 2020, Governor Cuomo instituted "NY PAUSE" which closed all non-essential businesses and prohibited non-essential gatherings of individuals of any size for any reason, with such operations being reopened in phases. Although Town government was deemed an essential business, the pandemic itself and NY PAUSE presented numerous other, more pressing, challenges for the Town Board.

Due to the mandatory restrictions instituted by NY PAUSE and for the health and safety of residents, guests, and employees of the Town, the Town Board deemed it necessary to enact a six (6) month extension of the moratorium by Resolution dated September 1, 2020. Said extension expires on March 31, 2021. The Town has diligently worked to draft suitable legislation for proper and authorized regulation of mining, however, due to the ongoing limitations and restrictions caused by the COVID-19 pandemic, it is deemed necessary to enact this additional six (6) month extension of the moratorium in order to permit the Town Board adequate time in which to draft suitable legislation to address mining within the Town of Kent. During the term of the extended moratorium, the Town of Kent shall work to prepare and eventually adopt additional land use provisions and regulatory processes to provide for the benefit, health and general welfare of the residents of the Town of Kent.

The objective of this moratorium is to allow the Town of Kent to assess and address its Code to promote community planning values by properly regulating such excavation. During the



pendency of the moratorium, the Town Board will consider how best to permit excavation in certain areas so as to harmoniously integrate such with the existing community and landscape. Moratoria are useful in controlling or temporarily inhibiting development until satisfactory final regulations are adopted.

For these reasons, the Town Board finds that an extension of the temporary moratorium legislation is both advisable and necessary for a reasonable and defined period of time in order to further develop and adopt necessary zoning and land use changes to the Kent Town Code, thus protecting and furthering the public interest, health and safety.

#### Section 2. Scope of Moratorium.

There is hereby adopted in the Town of Kent a moratorium on the consideration, receipt or grant of temporary permits, pursuant to Chapter 63 of the Town of Kent Town Code entitled "Soil Removal", for the excavation of sand, gravel, topsoil, rock or other natural materials for an additional six (6) month period commencing on the effective date hereof.

During the term of the moratorium, the Town Board intends to develop, consider and adopt changes to its land use local laws so as to regulate Soil Removal and ensure that any mining conducted within the Town is consistent with the terms and goals of the Town's Comprehensive Plan.

While the moratorium is in effect, no applications pursuant to Chapter 63 shall be accepted and no temporary permits issued or approvals given by the Town Board except as authorized pursuant to Section 3, below.

#### Section 3. Exemptions, Variances and Appeals.

This moratorium does not apply to residential activities requiring permits on residential properties.

Applications for land use otherwise subject to this moratorium may be exempted from the provisions of this Local Law following a noticed public hearing before the Town Board. It is specifically intended that this moratorium shall supersede New York State law which would otherwise confer variance applications exclusively to the zoning board of appeals.

Following a written request for hardship variance relief, within sixty (60) days of receipt of such request, a noticed public hearing shall be held, at which hearing the Town Board may, but is not limited to consider:

A. The proximity of applicant's premises or the subject of applicant's request for relief to natural resources, including but not limited to prime agricultural soils, wetland areas, conservation districts and other areas of environmental concern.



B. The impact of the proposed application on the applicant's premises and upon the surrounding area.

C. Compatibility of the proposed application with the existing land use and character of the area in general proximity to the subject of the application, and its effect upon aesthetic resources of the community.

D. Compatibility of the proposed application with the recommendations of any administrative body charged with such review by the Town of Kent.

E. The written opinion of the Town of Kent Planning Board and the Town of Kent Code Enforcement Officer that such application may be jeopardized or made impractical by waiting until the moratorium is expired.

F. Evidence specifying in detail the nature and level of any alleged hardship imposed on the property owner(s) as a result of this moratorium.

G. Such other considerations and issues as may be raised by the Town Board.

In making a determination concerning a proposed exemption or grant of relief from application of the moratorium, the Town Board may obtain and consider reports and information from any source it deems to be helpful with review of said application. A grant of relief from application of the moratorium shall include a determination of unreasonable hardship upon the property owner (or if there are multiple property owners, a determination that each such owner shall suffer an unreasonable hardship) which is unique to the property owner(s), a finding that there are sufficient existing regulations to adequately govern the application for which a hardship waiver is being requested, and a finding that the grant of an exemption will be in harmony with, and will be consistent with the existing Town of Kent Zoning Ordinance and the recommendations of the Comprehensive Plan as such may exist.

An application for relief from the prohibitions of the moratorium shall be accompanied by a fee as set forth by resolution of the Town Board, together with the applicant's written undertaking, in a form to be approved by the Attorney for the Town, to pay all of the expenses of the Town Board and any agent or consultant retained by the Town Board to evaluate and consider the merits of such application, including but not limited to any fees incurred by the Town for services provided by the Attorney for the Town.

#### Section 4. Penalties.

A. Failure to comply with any of the provisions of this Local Law shall be an unclassified misdemeanor as contemplated by Article 10 and Section 80.05 of the New York State Penal Law, and, upon conviction thereof, shall be punishable by a fine of not more than One Thousand Dollars (\$1,000) or imprisonment for not more than 10 days, or both for the first offense. Any subsequent offense within a three-month period shall be punishable by a fine of not more than Two Thousand Dollars (\$2,000) or imprisonment for a period of not more than 30 days, or both.

For purposes of this Clause A, each day that a violation of this Local Law exists shall constitute a separate and distinct offense.

B. Compliance with this Local Law may also be compelled and violations restrained by order or by injunction of a court of competent jurisdiction, in an action brought on behalf of the Town by the Town Board.

C. In the event the Town is required to take legal action to enforce this Local Law, the violator will be responsible for any and all costs incurred by the Town relative thereto, including but not limited to attorney's fees, and such amount shall be determined and assessed by the court. If such expense is not paid in full within 30 days from the date it is determined and assessed by the Court, such expense shall be charged to the propert(ies) within the Town on which the violation occurred, by including such expense in the next annual Town tax levy against such property, and such expense shall be a lien upon such property until paid.

#### Section 5. Application.

The provisions of this local law shall apply to all real property within the Town of Kent, and all applications for the excavation of sand, gravel, topsoil, rock or other natural materials pursuant to Chapter 63 of the Town Code.

#### Section 6. Conflicts with State Statutes and Local Laws and Authority to Supersede.

To the extent that any provisions of this local law are in conflict with or are construed as inconsistent with the provisions of the New York State Town Law or any local ordinance, law, or regulation, this local law supersedes, amends, and takes precedence over the Town Law and such local ordinances, laws or regulations, pursuant to the Town's municipal home rule powers pursuant to Municipal Home Rule Law § 10 and § 22 to supersede any inconsistent authority. Pursuant to the same powers, and without limiting the generality of the foregoing, this local law supersedes the provisions contained in (a) Article 8 of the Environmental Conservation Law (known as the State Environmental Quality Review Act) and the regulations thereunder to the extent that such provisions require that an agency determine the environmental significance of an application within certain specified timeframes; and (b) Town Law § 267 and § 267-a through c, pertaining to the variance authority of the board of zoning and appeals.

#### Section 7. Validity and Severability.

If any part or provision of this local law or the application thereof to any person or circumstance be adjudged invalid by any court of competent jurisdiction, such judgment shall be confined in its operation to the part or provision or application directly involved in the controversy in which such judgment shall have been rendered and shall not affect or impair the validity of the remainder of this local law or the application thereof to other persons or circumstance, and the Town Board of the Town of Kent hereby declares that it would have passed this local law or the remainder thereof had such invalid application or invalid provision been apparent.



Section 8. SEQRA Review.

The adoption of a moratorium constitutes a Type II action under 6 NYCRR Part 617, and therefore requires no further review under the State Environmental Quality Review Act (SEQRA).

Section 8. Effective Date.

This local law shall take effect immediately upon filing in the Office of the New York State Secretary of State in accordance with Section 27 of the Municipal Home Rule Law and shall remain in force for a consecutive period of six (6) months from its effective date, unless extended by local law adopted after public hearing upon no less than five (5) days public notice.

Dated: \_\_\_\_\_, 2021

BY THE ORDER OF THE TOWN BOARD OF

THE TOWN OF KENT





**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board of the Town of Kent hereby authorizes its Town Clerk, Yolanda D. Cappelli, to advertise for bids for the complete restoration and repair of the existing 1968 Highway Building Facility.

UPON A ROLL CALL VOTE:

Councilman Ruthven: Aye  
 Councilman Huestis: Aye  
 Councilman Denbaum: Aye  
 Councilwoman McGlasson: Aye  
 Supervisor Fleming: Aye  
 Motion carried unanimously

**Resolution #83 - Authorization to Offer Items for Sale Through Auctions International, Inc.**

On a motion by Councilman Ruthven  
 Seconded by Councilwoman McGlasson

**WHEREAS**, by email dated February 4, 2021, Nicholas Mancuso, Municipal Repairs, recommended that the Highway Department offer Highway Truck #52, a 2016 International Terrastar sander/dump/plow truck, VIN 1HTKPSKKOGH088464 ("Highway Truck 52") for sale to third parties through auction; and

**WHEREAS**, by memoranda dated February 5, 2021, Richard Othmer, Highway Superintendent, recommended the offer of Highway Truck #52 for sale to third parties through auction as in the best interest of the Town; and

**WHEREAS**, the Town Board wishes to authorize the Highway Department to use the services of Auctions International Inc., to offer Highway Truck #52 for sale to third parties.

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board of the Town of Kent, authorizes the Town of Kent Highway Department to offer Highway Truck #52 for sale through Auctions International, Inc.

UPON A ROLL CALL VOTE:

Councilwoman McGlasson: Aye  
 Councilman Ruthven: Aye  
 Councilman Huestis: Aye  
 Councilman Denbaum: Aye  
 Supervisor Fleming: Aye  
 Motion carried unanimously

**Resolution #84 - Authorizing Town Clerk to Advertise for Construction of New Metal ClearSpan "Lean-To" for Lake Carmel Sanitation& the Kent Highway Department**

On a motion by Supervisor Fleming  
 Seconded by Councilwoman McGlasson

**WHEREAS**, the Town of Kent wishes to advertise for bids for the construction of a new metal clear span "lean-to" to be used as a combination truck garage facility for Lake Carmel Sanitation and Kent Highway Department; and

**WHEREAS**, the Town Board of the Town of Kent wishes to authorize its Town Clerk, Yolanda D. Cappelli, to advertise for bids for the construction of a new metal clear span "lean-to" for Lake Carmel Sanitation and the Kent Highway Department;

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board of the Town of Kent hereby authorizes its Town Clerk, Yolanda D. Cappelli, to advertise for bids for the construction of a new metal clear span "lean-to" for Lake Carmel Sanitation and the Kent Highway Department.

UPON A ROLL CALL VOTE:

Councilwoman McGlasson: aye  
 Councilman Ruthven: aye  
 Councilman Huestis: aye  
 Councilman Denbaum: aye

Supervisor Fleming: aye  
Motion carried unanimously

**Resolution #85 - Set Public Hearing for Lake Carmel Fire Department Contract**

On a motion by Councilwoman McGlasson

Seconded by Councilman Ruthven

WHEREAS, the Kent Town Board has negotiated for fire protection services with the Lake Carmel Fire Department ("LCFD") for the calendar year 2021, a copy of said contract is annexed hereto; and

WHEREAS, the Town Board wishes to set a public hearing on the aforementioned contract; and

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Kent hereby sets a public hearing on said Contract between the Town of Kent and the LCFD to be held at the Town Hall, in the Town of Kent, New York at 7:00 p.m. on March 2, 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.

UPON A ROLL CALL VOTE:

Councilwoman McGlasson: yes  
Councilman Ruthven: yes  
Councilman Denbaum: yes  
Councilman Huestis: yes  
Supervisor Fleming: yes  
Motion Carried unanimously

**Resolution #86 - Kent Police Purchase of a Police Interceptor SUV**

On a motion by Councilman Ruthven

Seconded by Councilwoman McGlasson

WHEREAS, the Town Board of the Town of Kent is in receipt of a request dated January 28, 2021 from the Chief of Police, Kevin Owens, to purchase one 2021 Police Interceptor SUV (the "Police Vehicle"), a copy of which request is annexed hereto and incorporated herein by reference; and

WHEREAS, the General Municipal Law §103(16) exempts purchase contracts over \$20,000 from competitive bidding when such equipment is purchased through contracts let by any county of the State of New York; and

WHEREAS, the specifications annexed hereto indicate the Police Vehicle is being purchased under a contract awarded by Westchester County; and

WHEREAS, in accordance with the Town's Procurement Policy and the General Municipal Law, the Town Board wishes to authorize the purchase of the Police Vehicle through Contract No. RFB-WC-19023;

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Kent hereby authorizes and approves the purchase of one 2021 Police Interceptor SUV for the purchase price of \$44,597; 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.

UPON A ROLL CALL VOTE:

Councilman Ruthven: aye  
Councilwoman McGlasson: aye  
Councilman Huestis: aye  
Councilman Denbaum: aye  
Supervisor Fleming: aye  
Motion carried unanimously

**Resolution #87 - Authorizing Release of Erosion Control Bonds & Escrow**

On a motion by Councilman Ruthven



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

**THIS AGREEMENT** made as of the 1<sup>st</sup> day of January, 2021, 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 2021 calendar year, and the Town agrees on behalf of the District to pay the Fire Department the sum of Nine Hundred and Ninety Thousand and Eight Hundred and Seventy-Nine Dollars (\$990,879) for its services for said year;

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



Lake Carmel Fire Department 2021 Budget		
<b>Administrative</b>	<b>2021</b>	
Computer	\$15,000.00	
Custodial	\$24,000.00	
Electric	\$18,000.00	
Fuel Heating	\$17,000.00	
Grants	\$2,250.00	
House Repairs	\$37,500.00	
House Supplies	\$7,000.00	
<b>House Services</b>		
Alarm Rental	\$1,500.00	
Fire Control	\$2,000.00	
Generator Service	\$2,500.00	
Generator Fuel	\$2,500.00	
Grass cutting	\$6,500.00	
Plymo-vent Sys.	\$1,200.00	
Snow Plowing	\$9,500.00	
Waste Removal	\$3,500.00	
Pest Control	\$2,350.00	
Installation	\$10,000.00	
<b>Insurance</b>		
Buildings,Auto	\$48,769.00	
<b>Workers Comp.</b>	\$46,119.00	to be held/paid by town of kent
other		
Cancer Insurance	\$14,000.00	
<b>Kitchen:</b>		
Propane		
Supplies		
other		
Food & Refreshment		
<b>Kitchen total:</b>	<b>\$10,000.00</b>	
Legal & Account fees	\$22,000.00	
Mortgage	\$165,000.00	
Postage	\$1,500.00	
Sick & Memorial	\$1,000.00	
Service awards	\$112,140.00	
Telephone	\$8,500.00	
<b>Total</b>	<b>\$591,328.00</b>	

<b>Firematic</b>	<b>2021</b>	
Ambulance Supplies	\$14,000.00	
Breathing Appartus	\$21,500.00	
SCBA Compressor	\$5,350.00	
Explorers	\$2,500.00	
Fire Prevention	\$2,000.00	
Firematic Equip	\$30,000.00	
Firematic Supplies	\$8,000.00	
Food - Firematic	\$4,000.00	
Fuel - Truck	\$16,500.00	
Hose & Fittings	\$10,000.00	
Medicals	\$30,000.00	
Parades	\$6,500.00	
Radio & Pagers	\$15,000.00	
County Radio Project	\$10,000.00	<b>For 2021</b>
Recruit & Retention	\$5,800.00	
Cell Phones	\$2,400.00	
Training	\$7,000.00	
Truck Maint.	\$70,500.00	
Truck Replacement	\$101,000.00	
Turnout Gear	\$30,000.00	
Uniforms	\$7,500.00	
<b>Total 2021</b>	<b>\$399,550.00</b>	
<b>Total Budget</b>	<b>\$990,878.00</b>	





Options for Interceptor SUV

Delete Engine: 3.3L V6 Direct-Injection Hybrid System	\$	(3,018.00)
Add Engine: 3.3L V6 Direct-Injection (FFV)	\$	-
Dark Car Feature	\$	30.00
Driver Only LED Spot Lamp (Whelen)	\$	399.00
Keyed Alike - 1284x	\$	47.50
Rear-Door Controls Inoperable	\$	70.00
Tail Lamp Interceptor Housing Drilled	\$	60.00
Grille LED Lights, Siren & Speaker Pre-Wiring	\$	47.50
Class III Trailer Tow Lighting Package	\$	76.00
Global Lock / Unlock Feature	\$	-
Rear View Camera -inc: Displayed in Rear View Mirror	\$	-
Secure Idle	\$	325.00
Red/White Dome Light	\$	150.00
LED Trunk Lights (LIN3) Red/ Blue w/ Mercury & On/Off Switch	\$	265.00
Whelen Liberty Lightbar (Per Sheet) w/ LED TDs & Alleys	\$	3,788.00
Whelen Siren/ Light Controller Combobox w/ 100watt Speaker & Bracket	Incl	
MNStar Beyer Harness	\$	495.00
Wig-Wags	\$	195.00
(2) ION (R/W) & (4) Whelen LED Vertex in Headlights & Tail Lights (2-W) (2-R)	\$	880.00
Whelen ION Grill Lights (Red)	\$	325.00
Setina Pushbumper (Center Section Only)	\$	395.00
Havis UPI Specific Console w/ Cup Holders, Maplight, Arm Rest	\$	655.00
Havis (PKG-PSM-253) Floor Mount Package (No Cradle)	\$	625.00
Rechargeable Streamlight Stinger Mounted to Cage	\$	135.00
Setina Rear (2-Tier) (DSK, BSN) Cargo Box w/ T-Channel	\$	995.00
Setina (Universal Handcuff Style Gun Rack) w/ Handcuff Key Override (Mounted on T-Channel in Trunk)	\$	405.00
Setina Single Prisoner Partition w/ Lower Ext. Plexi Window (1K0573/TS12SCA) (GT0536/TS12)	\$	1,125.00
Setina 12VS Rear Cargo Cage (Metal Mesh Window)	\$	495.00
(2) Whelen Strip Light LEDs Mounted in Trunk w/ On/Off Switch	\$	315.00
Customer PU in EH		

Option Total \$ 9,280.00

Budget Total \$ 44,597.00

Date: 1/15/2020

Quote is good for 60 Days

To accept this quotation, sign here and return: \_\_\_\_\_

1/15/2020



## BEYER FORD

170 Ridgedale Ave.  
Morristown, NJ 07960

Quote

To:	From: Brooks Buxton
	Phone/Fax: (973) 319-7009 / (973) 884-2650
	Vehicle Beyer Fleet
	Pick Up 31 Williams Parkway
	Location East Hanover, NJ 07936

**2020 POLICE INTERCEPTOR SUV**  
**COUNTY OF WESTCHESTER**  
**CONTRACT # RFB-WC-19023**

Engine: 3.3L V6 Direct-Injection Hybrid System	Radio: AM/FM/MP3 Capable
Transmission: 10-Speed Automatic	Streaming Audio
3.73 Axle Ratio	Integrated Roof Antenna
50 State Emission System Flexible Fuel Vehicle	Wireless Phone Connectivity
the 3.3L V6 Direct-Injection engine.	1 LCD Monitor In The Front
Transmission w/Oil Cooler	8-Way Driver Seat
Automatic Full-Time All-Wheel Drive	Passenger Seat
Engine Oil Cooler	35-30-35 Fold Forward Seatback Rear Seat
H8 AGM Battery (900 CCA/92-amp)	Manual Tilt/Telescoping Steering Column
Hybrid Electric Motor 220 Amp Alternator	Gauges -inc: Speedometer, Odometer, Engine Coolant
Police/Fire	Power Rear Windows and Fixed 3rd Row Windows
GVWR: TBD	Remote Releases -Inc: Power Cargo Access
Gas-Pressurized Shock Absorbers	Cruise Control w/Steering Wheel Controls
Front And Rear Anti-Roll Bars	Dual Zone Front Automatic Air Conditioning
Electric Power-Assist Steering	HVAC -inc: Underseat Ducts
19 Gal. Fuel Tank	Locking Glove Box
Dual Stainless Steel Exhaust	Driver Foot Rest
Permanent Locking Hubs	Unique HD Cloth Front Bucket Seats w/Vinyl Rear
Strut Front Suspension w/Coil Springs	Full Cloth Headliner
Multi-Link Rear Suspension w/Coil Springs	Urethane Gear Shift Knob
Regenerative 4-Wheel Disc Brakes w/ ABS	Day-Night Rearview Mirror
Lithium Ion Traction Battery	Driver And Passenger Visor Vanity Mirrors
Wheels: 18" x 8" 5-Spoke Painted Black Steel	Mini Overhead Console w/Storage
Tires: 255/60R18 AS BSW	Front And Rear Map Lights
Steel Spare Wheel	Fade-To-Off Interior Lighting
Spare Tire Mounted Inside Under Cargo	Full Vinyl/Rubber Floor Covering
Clearcoat Paint	Carpet Floor Trim
Body-Colored Front Bumper w/Black Rub Strip	Cargo Features -inc: Cargo Tray/Organizer
Body-Colored Rear Bumper w/Black Rub Strip	Cargo Space Lights
Body-Colored Bodyside Cladding	Smart Device Integration
Black Side Windows Trim	Dashboard Storage, Driver And Passenger Door Bins
Black Door Handles	Power 1st Row Windows w/1-Touch Up/Down
Black Power Side Mirrors w/Convex Spotter	Delayed Accessory Power
Fixed Rear Window w/Fixed Interval Wipe	Power Door Locks
Deep Tinted Glass	Systems Monitor
Speed Sensitive Variable Intermittent Wipers	Redundant Digital Speedometer
Front Windshield -inc: Sun Visor Strip	Trip Computer
Galvanized Steel/Aluminum Panels	Analog Display
Lip Spoiler	Seats w/Vinyl Back Material
Liftgate Rear Cargo Access	Manual Adjustable Front Head Restraints
Tailgate/Rear Door Lock Included	2 12V DC Power Outlets
Led Low/High Beam Headlamps	Air Filtration
LED Brakelights	Dual Stage Driver/Passenger Seat-Mounted Side Airbags
ABS And Driveline Traction Control	Tire Specific Low Tire Pressure Warning
Side Impact Beams	Dual Stage Driver And Passenger Front Airbags
Airbag Occupancy Sensor	Curtain 1st And 2nd Row Airbags
Passenger Knee Airbag	Outboard Front Lap And Shoulder Safety Belts
Rear Child Safety Locks	Back-Up Camera w/Washer
Noise Suppression Bonds (Ground Straps)	Underbody Deflector Plate
Heated Sideview Mirrors	Reverse Sensing System

Base Price \$ 35,317.00





## **CODE ENFORCEMENT**

2f

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

**January 17, 2021**

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

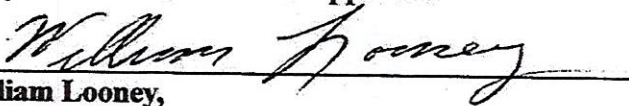
**Enclosed please find violation issued by the undersigned and bids for correction.  
Site owners have not responded to Notices of Violation.**

**Locations requiring correction and bids for site:**

**26 Geneva Road:  
FI Adams Inc. \$2500.00  
Rohna 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.**

610 Route 292  
Holmes, NY 12531 Fiadamsinc@gmail.com  
(845)-855-3733 (914)760-8959

FI Adams, Inc.

Estimate

For: Town Of Kent  
ethela@bestweb.net  
26 Geneva Dr  
Carmel, NY, 10512

Estimate No: 360  
Date: 01/13/2021

Description	Quantity	Rate	Amount
Remove large pile of building debris and garbage in driveway from the house located at 26 Geneva Drive.	1	\$2,500.00	\$2,500.00

Subtotal	\$2,500.00
TAX 0%	\$0.00
Total	\$2,500.00

Total \$2,500.00



## **CODE ENFORCEMENT**

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

January 17, 2021

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

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

Locations requiring correction and bids for site:

22.-2-16 Ludington Court:

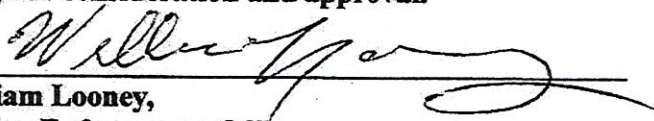
FI Adams Inc. \$3000.00

Rohna 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.



610 Route 292  
Holmes, NY 12531 Fiadamsinc@gmail.com  
(845)-855-3733 (914)760-8959

FI Adams, Inc.

Estimate

For: Town Of Kent  
ethela@bestweb.net  
102 Longfellow Dr  
Carmel, NY, 10512

Estimate No: 359  
Date: 01/13/2021

Description	Quantity	Rate	Amount
Remove wood pallets and trailer from property located at 102 longfellow Drive.	1	\$3,000.00	\$3,000.00
Subtotal			\$3,000.00
TAX 0%			\$0.00
Total			\$3,000.00
Total		\$3,000.00	

Seconded by Supervisor Fleming

**WHEREAS**, following a request by the owners of the properties, the Planning Board, at their meeting held on January 14, 2021, approved Resolution Nos. 1 and 2 Year 2021, copies of which are annexed hereto and hereby incorporated, recommending the release of the remaining escrow/review account and erosion control bonds on the following properties in the following amounts:

<u>Address:</u>	<u>Tax Map No.</u>	<u>Bond Release</u>	<u>Escrow</u>
89 Birch Point Court	32.-1-36	\$ 3,899.38	\$ 438.94
71 Cottage Road	33.-42-2-49-51	\$ 1,700.00	\$ 341.48

; and

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

**NOW, THEREFORE BE IT RESOLVED**, that the Town Board of the Town of Kent hereby authorizes the release of the remaining escrow/review account and erosion control bonds on the above referenced properties in the above referenced amounts.

UPON ROLL CALL VOTE:

Councilman Huestis: aye

Councilman Ruthven: aye

Councilwoman McGlasson: aye

Councilman Denbaum: aye

Supervisor Fleming: aye

Motion carried unanimously

**Resolution #88 – Authorizing Correction of Violations, Acceptance of Proposal & Charge to Property Owners – 26 Geneva & Ludington Court**

On a motion by Councilwoman McGlasson

Seconded by Councilman Ruthven

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

26 Geneva Road      Tax Map 22.58-1-35;

Ludington Court      Tax Map 22.-2-16; and

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

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

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

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

26 Geneva Road

\$ 2,500 FI Adams Inc.

Ludington Court

\$ 3,000 FI Adams Inc.

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board of the Town of Kent hereby accepts the proposals of FI Adams Inc. as described above for a total cost not to exceed \$5,500; and

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

UPON ROLL CALL VOTE:

Councilman Huestis: aye

Councilman Ruthven: aye

Councilwoman McGlasson: aye

Councilman Denbaum: aye

Supervisor Fleming: aye

Motion carried unanimously

**Resolution #89 - Authorizing Town Clerk to Advertise for Construction of a Retaining Wall at Edward Ryan Memorial Park**

On a motion by Councilman Ruthven

Seconded by Councilwoman McGlasson

**WHEREAS**, the Town of Kent wishes to advertise for bids for construction of a retaining wall at Edward Ryan Memorial Park; and

**WHEREAS**, the Town Board of the Town of Kent wishes to authorize its Town Clerk, Yolanda D. Cappelli, to advertise for bids for construction of a retaining wall at Edward Ryan Memorial Park;

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board of the Town of Kent hereby authorizes its Town Clerk, Yolanda D. Cappelli, to advertise for bids for construction of a retaining wall at Edward Ryan Memorial Park.

UPON ROLL CALL VOTE:

Councilman Huestis: aye

Councilman Ruthven: aye

Councilwoman McGlasson: aye

Councilman Denbaum: aye

Supervisor Fleming: aye

Motion carried unanimously

**Resolution #90 – Approve Inter-Municipal Agreement for Outreach Worker**

On a motion by Councilman Ruthven

Seconded by Councilwoman McGlasson

**WHEREAS**, pursuant to New York General Municipal Law, Article 5-G, local governments are authorized to enter into municipal cooperation agreements; and

**WHEREAS**, the Town of Kent wishes to enter into an inter-municipal agreement with the County of Putnam to provide an Outreach Worker to seek out and assist residents of the Town who are over the age of 60 years in exchange for the sum of \$2,500, as set forth in the proposed agreement attached hereto and hereby made a part hereof;

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board of the Town of Kent hereby approves the attached Inter-Municipal Agreement and the payment of the sum of \$2,500 in exchange for the Outreach Worker; and



Contract # 2020220

**Agreement  
between  
COUNTY OF PUTNAM  
and  
TOWN OF KENT**

THIS AGREEMENT, made by and between **COUNTY OF PUTNAM**, a municipal corporation of the State of New York, having an office and place of business at 40 Gleneida Avenue, Carmel, New York 10512, by and through its Office for Senior Resources (hereinafter referred to as the "COUNTY") and **TOWN OF KENT**, a municipal subdivision located at 25 Sybil's Crossing, Kent Lakes, New York 10512 (hereinafter referred to as the "TOWN").

WHEREAS, the TOWN is a municipal subdivision in the County of Putnam, with more than 2,000 residents over the age of 60 years; and

WHEREAS, the parties herein recognize a need for linkage to County and other governmental agencies for residents of the TOWN who are over the age of 60 years; and

WHEREAS, the TOWN agrees that an Outreach Worker provided by the COUNTY to the TOWN in order that such linkage be provided to residents of the TOWN who are over the age of 60 years, as more fully described herein, is in the best interests of the TOWN.

NOW, THEREFORE, in consideration of the terms and conditions herein contained, the parties agree as follows:

FIRST: The TOWN agrees to pay the sum of TWO THOUSAND FIVE HUNDRED (\$2,500.00) DOLLARS to the COUNTY for the services of an Outreach Worker, to be furnished by the COUNTY and agreeable to the TOWN, in accordance with the terms and conditions set forth herein.



SECOND: The COUNTY agrees to provide an Outreach Worker to the TOWN, upon the terms and conditions set forth herein:

Duties:

- a) The Outreach Worker shall actively seek out and assist persons residing in the TOWN's geographical area who are over the age of 60 years and have health and/or financial problems and/or are in need of governmental assistance; and
- b) The Outreach Worker shall provide such persons with the guidance and assistance necessary to contact and/or make application for/to obtain services from the proper governmental agencies and other available resources.

Hours:

- a) The Outreach Worker shall be available to guide and assist such persons at a designated area provided by the Office for Senior Resources and provide office hours and home visits, on demand and as deemed necessary to carry out the foregoing services, for a minimum of 12.5 hours per week.

THIRD: The COUNTY agrees that it will at all times faithfully, industriously and to the best of its ability, 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.

FOURTH: The term of this Agreement will commence January 1, 2021 and will terminate on December 31, 2021, unless otherwise terminated in accordance with paragraphs "SEVENTH" or "EIGHTH" hereof.

FIFTH: As also provided in Paragraph "FIRST" herein, for the services rendered by the Outreach Worker according to Paragraph "SECOND", the TOWN shall submit full





payment in the amount of \$2,500.00 to the COUNTY on or before December 31, 2021. It is understood and agreed that any reduction in payment to the COUNTY by the TOWN may result in reduced hours (including benefits) of the Outreach Worker.

The COUNTY shall be responsible for the payment of the Outreach Worker's salary and benefits, including training expenses and other related costs, over and above the sums payable to the COUNTY by the TOWN under this Agreement. Additionally, to the extent the Outreach Worker is required to use his/her personal vehicle in the performance of his/her duties under the terms of this Agreement, the COUNTY shall reimburse the Outreach Worker for such expenses at the current Internal Revenue Service approved mileage rate.

Any and all requests for payment to be made will be submitted on properly executed claim forms (or invoices) of the COUNTY and paid only after approval by the Director of the Office for Senior Resources or his/her duly authorized representative.

The COUNTY'S files and records shall be kept in accordance with sound accounting practices and each transaction shall be fully documented. Should the TOWN request such files and records, the COUNTY shall provide the files and records to the TOWN, within ten (10) business days of the TOWN'S request.

SIXTH: The work to be performed pursuant to the terms of this Agreement will commence promptly upon assignment by the Director of the Office for Senior Resources or his/her duly authorized representative and will be conducted in the best interest of the parties.

SEVENTH: It is understood and agreed by and between the parties hereto that payment by the TOWN under the terms of this Agreement is a material element of this Agreement. Any failure to provide said payment will be deemed a material breach and this Agreement will



terminate without notice. No substitution of the services will be permitted during the term of this Agreement without the express written consent of the TOWN.

EIGHTH: Except as otherwise provided in paragraph "SEVENTH" herein, the COUNTY, upon ten (10) days' notice to the TOWN, may terminate this Agreement, in whole or in part, when the COUNTY deems it to be in its best interest. In such event, reimbursement to the TOWN for payments already made by the TOWN will be prorated and the COUNTY will be liable only for payment for services already rendered and expenses incurred under this Agreement prior to the effective date of termination.

The TOWN, upon thirty (30) days' notice to the COUNTY, may terminate this Agreement, in whole or in part, when the TOWN deems it to be in its best interest.

In the event of a dispute as to the value of the services rendered to the TOWN by the Outreach Worker prior to the date of termination, it is understood and agreed that the Director of the Office for Senior Resources or his/her duly authorized representative will determine the value of such services rendered by the Outreach Worker. Such reasonable and good faith determination will be accepted by the TOWN as final.

NINTH: Any purported delegation of duties or assignment of rights under this Agreement without the prior express written consent of the COUNTY is void.

TENTH: Where applicable, the COUNTY will comply, at its sole expense, with the provisions of all state and municipal requirements and with all state and federal laws applicable to the COUNTY as an employer of labor or otherwise. The COUNTY will further comply with all rules, regulations and licensing requirements pertaining to its professional status and that of





its employees, partners, associates, subcontractors and others employed to render the services hereunder, as applicable.

ELEVENTH: No discrimination by the COUNTY will be permitted during the performance of this Agreement with respect to race, religion, creed, color, national origin, sex, age, handicap, political affiliation or beliefs.

TWELFTH: TOWN agrees, to the fullest extent permitted by law, to protect, defend, indemnify and hold the County of Putnam and its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this Agreement and/or the performance hereof, unless that liability was created by the sole and exclusive negligence of the COUNTY. The TOWN further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at its sole expense, and agrees to bear all costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

COUNTY agrees, to the fullest extent permitted by law, to protect, defend, indemnify and hold the Town of Kent and its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this Agreement and/or the



performance hereof, unless that liability was created by the sole and exclusive negligence of the TOWN. The COUNTY further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at its sole expense, and agrees to bear all costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

THIRTEENTH: The failure of the COUNTY to insist, in any one or more instances, upon strict performance of any term or condition herein contained shall not be deemed a waiver or relinquishment for the future of such term of condition, but the same shall remain in full force and effect. No waiver by the COUNTY of any provision hereof shall be implied.

FOURTEENTH: All notices of any nature referred to in this Agreement shall be in writing and hand delivered or sent by registered or certified mail, postage pre-paid, to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing:

To the COUNTY:

**COUNTY ATTORNEY**  
48 Gleneida Avenue  
Carmel, New York 10512

To the TOWN:

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

All notices shall be effective on the date of mailing.

FIFTEENTH: COUNTY may terminate or suspend its performance under the Agreement immediately upon the occurrence of a "force majeure". For purposes of the Agreement, "Force Majeure" shall include, but not be limited to, natural disasters, war, rebellion, insurrection, riot, strikes, lockout, pandemic, epidemic, governmental emergency orders and any





unforeseen circumstances and acts beyond the control of the COUNTY which render the performance of its obligations impossible.

SIXTEENTH: This Agreement and its attachments constitute the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. It will not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

SEVENTEENTH: This Agreement will be construed and enforced in accordance with the laws of the State of New York. Any and all disputes and/or legal actions or proceedings arising out of this Agreement shall be venued in Putnam County, New York.

EIGHTEENTH: Unless specifically provided by law, electronic signatures may be used in lieu of a signature affixed by hand. The use of said electronic signatures shall have the same force and effect of law and shall be deemed binding. Moreover, this contract shall not be deemed effective until fully executed by the TOWN, the required COUNTY signatories and the County Executive.



**BE IF FURTHER RESOLVED**, that the Town Board of the Town of Kent authorizes the Town Supervisor to execute the attached agreement and any documents necessary to give effect to this Resolution.

**UPON ROLL CALL VOTE:**

Councilman Huestis: aye  
 Councilman Ruthven: aye  
 Councilwoman McGlasson: aye  
 Councilman Denbaum: aye  
 Supervisor Fleming: aye  
 Motion carried unanimously

**Resolution #91 - Approval of Vouchers and Claims**

On a motion by Councilman Huestis

Seconded by Supervisor Fleming

Resolved: All vouchers #200157893 – 200158054 and claims received from:

**2020 VOUCHERS**

1. Beacon Recycling	\$2,032.60	Lake Carmel Recycling
2. Emergency Skills, Inc.	\$3,157.70	Defibrillators
3. State Comptroller	\$25,963.50	Justice Court Fines & Fees
4. TOK Municipal Repairs	\$4,385.97	Chargebacks: Lake Carmel Sanitation

**2021 VOUCHERS**

1. City Carting	\$6,217.89	Lake Carmel Garbage
	\$6,095.18	
2. CivicPlus	\$5,500.00	CivicRec Annual Fee
3. Hogan & Rossi	\$5,416.63	Legal Services: January
	\$5,416.63	Legal Services: February
4. Kent Public Library	\$566,686.00	2021 Budget
5. Magna5	\$3,896.20	Telephone Service
6. Magna5 MS	\$2,916.45	Managed Services
7. Millennium Strategies	\$2,250.00	Grant Services
8. Mobile Tec	\$31,944.00	Maintenance Support
9. NYCOMCO	\$2,846.00	Communication System
10. NYS Dept. of Civil Services	\$206,025.42	Health Insurance January
11. NYSEG	\$2,046.20	Electric: Town Hall
12. Perma	\$228,235.00	Annual Contribution/Assessment
13. Sclafani Energy	\$2,170.00	1/3 Down Payment Boiler

In the amount of \$48,223.60 for 2020 and \$1,118,692.30 for 2021 may be paid.

**UPON ROLL CALL VOTE:**

Councilman Huestis: aye  
 Councilman Ruthven: aye  
 Councilwoman McGlasson: aye  
 Councilman Denbaum: aye  
 Supervisor Fleming: aye  
 Motion carried unanimously

**Public Comment**

Sue Kotzur thanked the board for the Library Budget. She said Carol Donick and the staff are doing so much during these times. Kathy Doherty asked if the Zombie homes handle house that are owned by the bank which have many people residing in them and referred to a home on Lincoln. Councilman Huestis replied that has been identified and would follow up.

**Resolution #92 - Adjournment**

On a motion by Councilman Ruthven

Seconded by Councilman Huestis

Resolved: The Town Board meeting adjourned at 8:11p.m

**UPON ROLL CALL VOTE:**

Councilman Huestis: aye  
 Councilman Ruthven: aye



Councilwoman McGlasson: aye  
Councilman Denbaum: aye  
Supervisor Fleming: aye  
Motion carried unanimously