

October 10, 2019  
Approved: November 14, 2019

**Minutes  
Town of Kent Planning Board Meeting  
October 10, 2019  
FINAL**

Following the Pledge of Allegiance, the meeting was called to order at 7:30 PM by Mr. Phil Tolmach, Chairman of the Town of Kent Planning Board.

**In attendance were the following Planning Board members:**

Phil Tolmach, Chairman  
Simon Carey  
Giancarlo Gattucci  
Stephen Wilhelm

**Others in Attendance:**

Liz Axelson, Planner  
Bruce Barber, Environmental Consultant  
Julie Mangarillo, Engineer Consultant  
Bill Walters, Kent Building Inspector

**Absent:**

Dennis Lowes, Vice Chairman  
Nisim Sachakov  
Charles Sisto

• **Approve Planning Board Minutes from September 12, 2019**

Mr. Tolmach asked for a motion to approve the minutes from the September 12, 2019 meeting. The motion was made by Mr. Wilhelm and seconded by Mr. Gattucci. The roll call votes were as follows:

Phillip Tolmach, Chairman	<u>Aye</u>
Simon Carey	<u>Aye</u>
Giancarlo Gattucci	<u>Aye</u>
Dennis Lowes	<u>Absent</u>
Nisim Sachakov	<u>Absent</u>
Charles Sisto	<u>Absent</u>
Stephen Wilhelm	<u>Aye</u>

The motion carried.

• **Kent Self Storage, 164 Route 311, Kent, NY; TM: 22.-2-17**

Mr. Joseph Rina represented the applicant, Mr. Richard Vriebrock, the owner of the property. This was a Public Hearing for this property, which is a 2.7 acre vacant lot in the IOC district. This property was previously approved for a two story retail building. However, the previous owner passed away and Mr. Vriebrock purchased the property. Mr. Vriebrock wants to change the use to a two story self-storage 32,000 square foot building which will have approximately 100 storage units in it. Construction of a second 2,400 square foot single story building was also proposed. The main access point will be on the southern edge of the property off of Route 311 and will require renewal of a permit from the DOT. The building will be accessed on the lower level from the front of the building with parking spaces for patron use and a 1,500 square foot space used for management office and possible retail use. The second story will be accessed from the rear; the building will be built into the slope and the driveway will lead up to the rear of the building. The second story will be accessed from the rear and the second building will be on the west side of the site property in the rear and will consist of approximately 12 garage type spaces. An Erosion Control Plan as well as a Stormwater Pollution Prevention Plan (SWPPP) were prepared and submitted to the Planning Board to deal with stormwater runoff during and after construction. For post-construction condition the stormwater applications are all green infrastructure practices and will include the reduction of impervious surfaces by use of gravel, parking surface impervious pavers and infiltration of all runoff from impervious surfaces, which will eliminate off-site and thermal impacts to the stream across the street from the site. As part of the SWPPP a maintenance plan is proposed during and after construction of all practices. A Maintenance Agreement will be prepared by the applicant to ensure the practices are maintenance into perpetuity. A Landscaping Plan was also submitted which showed screening from the neighboring residential property to the north as well as to Route 311. A Lighting Plan was also prepared to ensure that there is no overspill of lighting off the site. The site lighting will be operated by motion sensors. A drilled well is on site which was approved by the Board of Health and the septic system was also approved but will be revised because it will be smaller than previously proposed because of the change of use of the property. An easement for a future sidewalk is also in place should the need for a sidewalk ever arise.

Mr. Tolmach asked for a motion to open the Public Hearing. The motion was made by Mr. Gattucci and seconded by Mr. Wilhelm. The roll call votes were as follows:

Phillip Tolmach, Chairman	<u>Aye</u>
Simon Carey	<u>Aye</u>
Giancarlo Gattucci	<u>Aye</u>
Dennis Lowes	<u>Absent</u>
Nisim Sachakov	<u>Absent</u>
Charles Sisto	<u>Absent</u>
Stephen Wilhelm	<u>Aye</u>

The motion carried.

Mr. Shaffer, a neighbor, asked to be heard and said he was concerned about how much of this property he would see. Mr. Rina said that the screening would be 7-8' high and runs the entire length of the property line. Mr. Shaffer asked if the building would be 50' from the property line and Mr. Rina said it was 61' from the wall and 25' is what is required. Mr. Rina said the second floor would be at the level of his house.

Ms. Axelson's Comments (memo attached)

Ms. Axelson recommended that the Public Hearing be adjourned until the November meeting because the as part of the SEQRA Review for Lead Agency material was recently sent out and the agencies have 30 days to respond. Given concern by the neighbor, Ms. Axelson suggested that the applicant have a site section be prepared which will show from the existing residence the topography and height of the building to illustrate how visible it may be. Mr. Rina said he would be happy to do that.

Mr. Barber's Comments (memo attached)

Mr. Barber said that he would ensure that the trees were deer resistant and that a three-year bond guaranteeing that the trees are viable and growing.

Mr. Tolmach asked for a motion to adjourn the Public Hearing until November. Mr. Wilhelm made the motion and it was seconded by Mr. Carey. The roll call votes were as follows:

Phillip Tolmach, Chairman	<u>Aye</u>
Simon Carey	<u>Aye</u>
Giancarlo Gattucci	<u>Aye</u>
Dennis Lowes	<u>Absent</u>
Nisim Sachakov	<u>Absent</u>
Charles Sisto	<u>Absent</u>
Stephen Wilhelm	<u>Aye</u>

The motion carried.

- **Chen/Shin Property, Gipsy Trail Rd., Kent, NY; TM: 32.06-1-1**

Mr. John Karell represented the applicants. Mr. Karell said that he met with the consultants to address some previous comments. He also received a letter from the Putnam County Board of Health which would allow the property owners to connect to the existing water and sewer systems. The existing house is in the Gipsy Trail Community and was damaged by fire. The plan is to demolish this house and to construct a new one on the same footprint. Mr. Karell asked for a waiver of the Public Hearing as well as one for a tree plan because none would be taken down. There is an existing house with an existing driveway, so a waiver for the driveway slope from 10% to 15% and 3% within 30' of the house to 5% within 10' of the house; the existing driveway is 17% from the flat portion of the driveway right into the house so this would be an improvement. There will be a Wetland Mitigation Plan for infiltration practices as well as an Erosion Control Plan.

Mr. Barber's Comments (memo attached)

Mr. Barber said that he had inspected the site and that most of his comments had been addressed. There is a pond next to this property and the road leading to the house is a dirt road. Mr. Barber asked that the applicant expand the erosion control to include attenuation of any erosion rutting along the edge of the road from trucks going onto the property and that it be included into the limits of disturbance. Mr. Barber also confirmed the wetland delineation conducted by the applicants' consultant and found it to be accurate. Mr. Gattucci asked if Mr. Barber had any objections to granting the requested waivers. Mr. Barber recommended granting the requested waivers.

Ms. Mangarillo's Comments (memo attached)

Ms. Mangarillo said that the changes made to the plans were very much improved and requested additional erosion control measures along the brook crossing. She recommended granting the driveway waivers. She suggested that the bond estimate of \$3,760.00 be split as follows:

- \$2,000.00 for the Wetland Mitigation Bond (3 years); and
- \$1,760.00 for the Erosion Control Bond (2 years)

Ms. Mangarillo said a letter from Gipsy Trail HOA saying they had no objections to the plans proposed so she recommended waiving the Public Hearing and that this project be moved to the administrative track

Mr. Tolmach asked for a motion to approve the bonds as noted above. Mr. Carey made the motion and Mr. Wilhelm seconded it. The roll call votes were as follows:

Phillip Tolmach, Chairman	<u>Aye</u>
Simon Carey	<u>Aye</u>
Giancarlo Gattucci	<u>Aye</u>
Dennis Lowes	<u>Absent</u>
Nisim Sachakov	<u>Absent</u>
Charles Sisto	<u>Absent</u>
Stephen Wilhelm	<u>Aye</u>

The motion carried.

Mr. Tolmach asked for a motion to waive the Public Hearing and to move this project to the administrative track. Mr. Gattucci made the motion and it was seconded by Mr. Wilhelm. The roll call votes were as follows:

Phillip Tolmach, Chairman	<u>Aye</u>
Simon Carey	<u>Aye</u>
Giancarlo Gattucci	<u>Aye</u>
Dennis Lowes	<u>Absent</u>
Nisim Sachakov	<u>Absent</u>
Charles Sisto	<u>Absent</u>
Stephen Wilhelm	<u>Aye</u>

The motion carried.

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Mr. Tolmach asked for a waiver of the tree plan and driveway waivers for the driveway slope from 10% to 15% and 3% within 30' of the house to 5% within 10' of the house. The motion to grant the waivers was made by Mr. Wilhelm and seconded by Mr. Carey. The roll call votes were as follows:

Phillip Tolmach, Chairman	<u>Aye</u>
Simon Carey	<u>Aye</u>
Giancarlo Gattucci	<u>Aye</u>
Dennis Lowes	<u>Absent</u>
Nisim Sachakov	<u>Absent</u>
Charles Sisto	<u>Absent</u>
Stephen Wilhelm	<u>Aye</u>

The motion carried.

- **Putnam Nursing & Rehabilitation Center Addition, Ludingtonville Rd., Kent, NY;**  
**TM: 12.-3-40 & 41**

Mr. David Schlosser, of Schopfer Architects, represented the applicants. Mr. Getz also attended the meeting. Mr. Schlosser advised the Planning Board that the Town of Kent amended the R-80 zone to include nursing homes and he had worked with the Fire Department to draw a plan which provided emergency access, which was approved by the Lake Carmel Fire Department and there is less intrusion into the hill and the amount of trees to be removed is reduced. The parking lot was increased from 63 spaces to 80 spaces. The stormwater management controls are now more logical. Revised site plans were submitted to the Planning Board for this meeting. Comments from the consultants will be addressed within a week.

Ms. Axelson's Comments (memo attached)

Ms. Axelson said most of her comments were technical and Mr. Battistoni, the Planning Board Attorney, prepared a draft easement which the consultants are looking at. Ms. Axelson drew up a draft Resolution and suggested that the Planning Board do a simple motion to set a Public Hearing in November and to circulate material for the Planning Board to become Lead Agency and after Mr. Barber and Ms. Mangarillo spoke.

Ms. Mangarillo's Comments (memo attached)

Ms. Mangarillo said the majority of her comments had been addressed and she did receive the deed. Underground pipe storage was proposed and needed to be expanded upon into the SWPPP. She requested an analysis of the existing pipe crossing under the existing driveway to ensure that no additional discharge will occur. Ms. Mangarillo said that she liked all of the changes, particularly the ones made along with the Fire Department.

Mr. Barber's Comments (memo attached)

Mr. Barber said that there is a large pond on this property and there are DEC wetlands across the street from the property. The DEP has inspected the site and issued a non-jurisdictional letter regarding the stormwater controls. Mr. Barber said that he had asked that post-construction pollutant loading to the wetlands be analyzed based upon "the simple method". As a result there was a reduction in phosphorous, nitrogen, suspended solids and biological oxygen bands from pre-existing levels. It is Mr. Barber's opinion that the proposed mitigation plan will have a net decrease post-construction to the pollutant loading to the natural systems. Mr. Barber suggested additional details for the Planting plan specific to the wetland mitigation be provided and that a larger area of wetland mitigation to join two pieces in front of the grass filter strip.

Ms. Axelson's Comments (continued)

Ms. Axelson suggested that a Public Hearing be set for November 14, 2019.

Mr. Tolmach asked for a motion to schedule a Public Hearing on November 14, 2019. The motion was made by Mr. Wilhelm and seconded by Mr. Gattucci. The roll call votes were as follows:

Phillip Tolmach, Chairman	<u>Aye</u>
Simon Carey	<u>Aye</u>
Giancarlo Gattucci	<u>Aye</u>
Dennis Lowes	<u>Absent</u>
Nisim Sachakov	<u>Absent</u>
Charles Sisto	<u>Absent</u>
Stephen Wilhelm	<u>Aye</u>

The motion carried.

Ms. Axelson read her Draft Resolution (copy attached).

Mr. Tolmach asked for a motion adopt the Resolution. The motion was made by Mr. Wilhelm and seconded by Mr. Carey. The roll call votes were as follows:

Phillip Tolmach, Chairman	<u>Aye</u>
Simon Carey	<u>Aye</u>
Giancarlo Gattucci	<u>Aye</u>
Dennis Lowes	<u>Absent</u>
Nisim Sachakov	<u>Absent</u>
Charles Sisto	<u>Absent</u>
Stephen Wilhelm	<u>Aye</u>

The motion carried.

• **NYDEP Horsepound Ridge Forest Management Project, Horsepoun Rd., Kent, NY;  
TM: 33.-1-44 & 45 & 33-6-1-71**

There was no one present for this project.

**Ms. Mangarillo's Comments (memo attached)**

The Letter in Lieu of Bond was reviewed and approved by the Planning Board Attorney as NYCDEP and Ms. Mangarillo asked the Planning Board to re-endorse the letter dated October 10, 2019 (attached) and recommend that the Town Board accept it.

Mr. Tolmach asked for a motion to approve the Letter of Assurance in Lieu of the Erosion Control Bond be accepted and forwarded to the Town Board for their approval. The motion was made by Mr. Carey and seconded by Mr. Gattucci. The roll call votes were as follows:

Phillip Tolmach, Chairman	<u>Aye</u>
Simon Carey	<u>Aye</u>
Giancarlo Gattucci	<u>Aye</u>
Dennis Lowes	<u>Absent</u>
Nisim Sachakov	<u>Absent</u>
Charles Sisto	<u>Absent</u>
Stephen Wilhelm	<u>Aye</u>

The motion carried.

**Route 52/Kent Country Square Project, Route 52, Kent, NY; TM: 12.-1-52**

Mr. Tolmach invited members of the audience to speak if they had anything new to discuss.

Mr. Henry Boyd, Head of the Chamber of Commerce and a well driller and long time resident of Kent, asked to be heard. Mr. Boyd thanked everyone for attending the meeting and said that it's important for the Planning Board to know how everyone felt and thanked the Planning Board for allowing him to speak. Mr. Boyd said that Route 52 will not be able to handle approximately 300 trucks per day to travel up and down the hill. Mr. Tolmach responded that a traffic study will be done and, when it is done this matter could be discussed fully. Mr. Boyd said that no one in their right minds would put a truck on top of a mountain go up a hill such as Route 52. As a CDL driver, Mr. Boyd said that neither he nor anyone else would go up a hill like Route 52 to get gas when they could get it at the bottom of the hill. Mr. Boyd said that the residents did not want trucks going by the Kent schools from Route 311. Mr. Tolmach said that there were no plans to allow trucks to travel south on Route 52 coming out of the project or from Route 311 and that there will be signs posted. Mr. Boyd said that he did not believe the applicant wanted to build a truck stop, but did want to mine the property for the rock. Mr. Boyd said that the applicant wanted to mine 5 million cubic yards of rock and that the rock in Kent is the hardest rock around and perfect for road construction. There is only one rock quarry in Brewster that produces hard rock and their supply is almost exhausted. 5 million cubic yards of rock at \$20 per ton would be \$84 million dollars and after it is ground it would net approximately \$42 million in profit. They could mine it and then leave. Mr. Tolmach and Mr. Wilhelm disagreed and said that if that was their intention they would not be going through everything that they are going through. Mr. Boyd also said that the blasting of the rock (180 feet) would affect the water table in the area.

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Mr. Wilhelm advised the audience that the meeting was not a Public Hearing and that this matter had been before the Planning Board for about a year and a half and that the Planning Board had expected the residents to take more of an interest earlier. Mr. Boyd reiterated that the residents of the Town of Kent did not want this project to move forward.

Ms. Eileen Civitello asked to be heard. Ms. Civitello represented the members of the audience and said that they are afraid of how this project would impact their lives and their children's lives, who were their greatest assets. She appealed to the Planning Board to not allow this project to go through. Ms. Civitello asked what the status was and was told by Mr. Tolmach that the Planning Board was waiting for a re-submittal from the applicant.

Ms. Axelson, Kent Planning Board Consultant, said that the project was first reviewed in June of 2018 and a Scoping Outline was developed by Ms. Axelson, Ms. Mangarillo, Mr. Barber and the Planning Board. The Outline covered all of the concerns of the Board and what they thought would concern residents. Mr. Tolmach said that some of the concerns were noise, pollution and "killing children in the streets" The audience took offense at this remark and Mr. Tolmach apologized. Mr. Gattucci advised the audience that this project had first gone to the Town Board, who referred it to the Planning Board. Mr. Wilhelm recommended that the audience concern themselves with the Zoning Amendment which was before the Town Board. Ms. Axelson said that the Scoping Outline (shown on the Town website) was done in May and a project change was announced because the applicant originally planned on going to the ZBA for a variance to allow five stories instead of 3 stories, but decided instead to ask the Town Board to amend the Zoning Code. The Scoping Outline was then adjourned to July 11, 2019. The Scoping Session was expanded and the second Scoping Session held on July 11, 2019 was closed, the Planning Board adopted it and acknowledged the changes made to the project. The Scoping Outline was circulated to agencies and a notice was placed in the NYSDEC Environmental Notice Bulletin and posted on the Kent website. Now the project is in a "holding pattern" and the applicant and their professionals must prepare all the necessary reports and a Draft Environmental Impact Statement (DEIS) and submit it to the Planning Board. Ms. Axelson suggested the audience check the website for all pertinent information.

Ms. Kathy Doherty, former Town of Kent Supervisor, asked to be heard. Ms. Doherty asked if the petition to change the Zoning Code had been submitted to the Kent Town Board and was told that to the Planning Board's knowledge it had not yet been filed. Ms. Doherty asked if the applicant had filed for a mining permit and, again, the Planning Board had not been advised that one had been given to the applicant. Ms. Doherty asked if any conversation had occurred with the applicant about a mining permit and the answer was no. Ms. Axelson said the mining permit would come from the NYSDEC. Ms. Doherty said that she had been told by the NYSDEC that the Town would put a public notice in when one was given. Ms. Doherty asked if the Planning Board had vetted the applicant. Ms. Doherty said that if the developer gets the zoning text amendment and special use permit she wondered if they had to follow the sign ordinance. Mr. Tolmach said that these questions would all be discussed at a future date. Ms. Axelson said that until a zoning text amendment was adopted the applicant would have to comply with all codes in effect at this time. Ms. Doherty asked if the applicant could go to the ZBA for a variance if they decided not to go through with the zoning text amendment and was told that they could do so. Ms. Doherty asked if the project had changed, since the Supervisor had had discussions with the applicant and was told that the project remained the same at this time. Ms. Axelson said that if and when the Draft Environmental Statement (DEIS) was submitted and the Planning Board deemed it complete a Public Hearing would be scheduled. Ms. Axelson said that if additional questions and concerns arose the Scoping Outline could be re-examined and re-adopted.



Mr. Pat Murphy, of Meadow Court, asked to be heard. Mr. Murphy asked if the project before the Planning Board was to include an indoor water park, two hotels, a conference center, a restaurant, a truck stop and a truck wash. The Planning Board confirmed that was what the applicant proposed. Mr. Murphy said that the water park was going to be a day-pass water park and was told that the final plans had not been submitted yet. Mr. Wilhelm advised Mr. Murphy that this project had been referred to the Planning Board by the Town Board. Mr. Tolmach suggested that Mr. Murphy make a list of acceptable businesses and submit it to the Planning Board and he said he would do that. Mr. Murphy asked if the Planning Board had done an "EDS Study" (Emergency Disaster Study) and was told that one was not done to date. Mr. Murphy said it may also be referred to as an EIS and was told that one had not been done yet. Mr. Wilhelm advised Mr. Murphy that the applicant was paying for all studies and reports and consultant fees, not the Town. Mr. Murphy said he was concerned about the environmental impact to the children at the school if this project was approved. Mr. Murphy had several posters that he displayed to the Planning Board and the audience.

Ms. Penny Ann Osborne Tarbox asked to be heard and said she had resided in Kent for 50 years and had been involved with the Town as well as having been a member of the Town Board for eight years. She said that this project was much too large for the Town of Kent and did not fit the Town or the infrastructure. She suggested that a hotel would be better suited to be constructed on Route 52 in the sewer district. Ms. Osborne displayed the Town of Kent Master Plan, which was drawn in 2008 by residents, the Town Board and the Town Planner and was adopted when Kathy Doherty was supervisor. Ms. Osborne said that "spot zoning" was discussed in the master plan and was not good planning. Mr. Tolmach and Mr. Wilhelm said that the Planning Board had nothing to do with Zoning. Mr. Gattucci suggested that the residents read the Scoping Outline before they attend the meetings and attack the Planning Board.

Ms. Brittany Alvarez, who resides on Farmers Mill Road, asked to be heard. Ms. Alvarez is a realtor and said that she is not representing buyers in the area because of this project and the fact that people don't want to live here anymore. Ms. Alvarez grew up in Lake Carmel and has been on many committees and has been a volunteer. Ms. Alvarez said that there are many different venues and that if you want to reach people you need to do it differently.

Ms. Ann Marie Knight-Privason, who lives on Kent Shore Drive, has lived in the area for 17 years along with her husband. She asked how NYC feels about this project because when she built her house NYCDEP and the Board of Health had concerns about the water table in the water shed area. Mr. Barber said that the process involves a referral to NYCDEP and a SWPPP will be done before, during and post construction and sent to NYCDEP and other agencies. The Board of Health and NYCDEP also will have to approve a sewage system. NYSDEC and other regulatory agencies will also have to approve plans.

Mr. Dan Howelles asked to be heard. He said his family has lived in the area for over 90 years (he moved here 30 years ago) and that the lakes were pristine, but that they are not that way any longer. He said that with Patterson Crossing, Kent Material property and this projects pending property values will go down.

Ms. Susan Kotzur asked to be heard. Ms. Kotzur said that she read the Scoping Outline and the Master Plan and suggested that the Planning Board read the Master Plan, which is on the Kent website. Ms. Kotzur said that the Master Plan does not discuss large development in the Town of Kent. Mr. Gattucci asked Ms. Kotzur if she felt anything had been left out of the Scoping Outline. Ms. Kotzur replied that everything was addressed but that there were some questions pertaining to the document.

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The Planning Board thanked everyone for attending the meeting and encouraged them to come back any time.

Permit Applications Review (Applicants attendance not required/Workshop Discussion:

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|---|-----------------------|---------------|
| • Raneri Property<br>Hillside Paper Rd., Kent,, NY<br>TM: 44.24-1-3 | Erosion Control Plan/ | Status Report |
|---|-----------------------|---------------|

Ms. Mangarillo said that there are still some outstanding items.

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|--|---|---------------|
| • Kent Development Commercial Lot<br>N. Horsepound Rd., Kent, NY<br>TM: 12.-1-38 | Site Plan/Erosion Control Plan/<br>Wetlands Permit & Lot Line Adjustment<br>(Withdrawn) | Status Report |
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Mr. Barber needs to inspect the site, however, the escrow account needs to be replenished

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|--|--|---------------|
| • Hilltop Estates Subdivision<br>Peckslip Rd. & NYS Rt 52<br>TM: 12.-1-42                            | Preliminary Subdivision, Wetland Permit /<br>Erosion Control Plan<br>(Withdrawn) | Status Report |
| • Kent Development /Hilltop Estates<br>Timber Harvest<br>Peckslip Rd., Kent, NY<br>TM: 12.-1-38 & 42 | Erosion Control  | Status Report |

This project will move forward when the escrow is replenished.

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|--|-------|---------------|
| • Route 52 Development/<br>Peder Scott Project<br>Route 52, Kent, NY<br>TM: 12.-1-52 | SEQRA | Status Report |
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This project was already discussed.

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| • Gierer (Cargain) Property<br>43 Marie Road, Kent, NY 10512<br>TM: 22.-1-42 | Erosion Control Plan/<br>Bond Recommendation | Status Report |
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Awaiting a re-submittal

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|---|---------------------------------------|---------------|
| • Kelleher/Pidala Property<br>5 Westwood Dr.,Kent, NY<br>TM: 19.12-1-21, 22, 23 | Lot Line Adjustment<br>Waiver Request | Status Report |
|---|---------------------------------------|---------------|

This application was withdrawn by the applicant.

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| • Kent Materials<br>NYS Rte. 52, Kent, NY<br>TM: 12.-1-44 | Request to Release Bond | Status Report |
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This matter is still pending.

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| • Fregosi/Marinelli Property<br>Miller Hill Road, Kent, NY<br>TM: 10.-1-17 | Erosion Control Plan | Status Report |
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Waiting for a re-submittal

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|---|---------------------------|---------------|
| • Realbuto<br>49 Tiger Trail, Kent, NY<br>TM: 21.8-1-39 | Erosion Control Plan/Bond | Status Report |
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Waiting for a revised bond estimate

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|---|----------------------|---------------|
| • O'Mara<br>Lhasa Ct., Kent, NY<br>TM: 31.9-1-6 | Erosion Control Plan | Status Report |
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We just received a new submittal, and are on the administrative track and almost ready for Chairman's signature. A completeness review needs to be done.

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|---|---|---------------|
| • DiSanza Property<br>381 Ludingtonville Rd., Holmes, NY<br>TM: 12.-3-63 & 64 | Erosion Control Plan/<br>Wetland Permit | Status Report |
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This matter is still pending and escrow is needed.

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|---|----------------------|---------------|
| • Cabrera Property<br>126 Hortontown Road, Kent, NY<br>TM: 19.-1-35 | Erosion Control Plan | Status Report |
|---|----------------------|---------------|

Waiting for a re-submittal.

Mr. Wilhelm asked Ms. Axelson the status of the Kent Manor matter and she said she would contact the Planning Board Attorney to see what the status was.

Ms. Aselson advised the Planning Board that she had contacted a noise specialist at AKRF for a scope of work for a noise study at the request of the engineer for the Route 52 project. A copy of the estimate was submitted to the Planning Board at this meeting. The estimate was sizable and she was going to ask AKRF to revisit it and would also find other specialists for estimates.

Mr. Tolmach asked for a motion to close the meeting at 9:05 PM. The motion was made by Mr. Wilhelm and seconded by Mr. Carey. The roll call votes were as follows:

Phillip Tolmach, Chairman	<u>Aye</u>
Simon Carey	<u>Aye</u>
Giancarlo Gattucci	<u>Aye</u>
Dennis Lowes	<u>Absent</u>
Nisim Sachakov	<u>Absent</u>
Charles Sisto	<u>Absent</u>
Stephen Wilhelm	<u>Aye</u>

The motion carried.

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Mr. Casper asked to be heard and asked the status of the Kent Development Hilltop Estates. Mr. Barber said that there were three projects to be done on this property and the timber harvest (57 acres) is the only one planned at this time. Mr. Barber needs to re-visit the site. The other two projects have been withdrawn.

Respectfully Submitted,

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Vera Patterson  
Planning Board Secretary

cc: Planning Board Members  
Building Inspector  
Town Clerk

CTOBER 2019

## KENT PLANNING BOARD AGENDA

Workshop: October 03, 2019 (Thursday, 7:30 PM) (No Workshop on October 3, 2019)

Meeting: October 10, 2019 (Thursday, 7:30 PM)

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|---|--|--------|
| <ul style="list-style-type: none"> <li>• Approve Planning Board Minutes from September 2019</li> </ul>  |  |        |
| <ul style="list-style-type: none"> <li>• Kent Self Storage<br/>Rte. 311, Kent, NY<br/>TM: 22.-2-17</li> </ul>   | Site Plan/Erosion Control/<br>Wetland Permit<br>Public Hearing | Review |
| <ul style="list-style-type: none"> <li>• Chin/Shen Property<br/>Gipsy Trail Road, Kent, NY<br/>TM: 32.06-1-1</li> </ul>   | Erosion Control Plan/<br>Wetland Permit                        | Review |
| <ul style="list-style-type: none"> <li>• Putnam Nursing &amp;<br/>Rehabilitation Center Addition<br/>404 Ludingtonville Road, Holmes, NY<br/>TM: 12.-3-40 &amp; 41</li> </ul> | Erosion Control/Site Plan/<br>Wetland Permit                   | Review |
| <ul style="list-style-type: none"> <li>• NYCDEP Horsepound Ridge Forest<br/>Management Project<br/>Horsepound Rd., Kent, NY<br/>TM: 33.-1-44, 45 &amp; 33.6-1-71</li> </ul>   | Accept Letter of Assurance for<br>Erosion Control Bond         | Review |

Permit Applications Review (Applicants attendance not required/Workshop Discussion:

- |   |   |               |
|---|---|---------------|
| <ul style="list-style-type: none"> <li>Raneri Property<br/>Hillside Paper Rd., Kent,, NY<br/>TM: 44.24-1-3</li> </ul>                                       | Erosion Control Plan/   | Status Report |
| <ul style="list-style-type: none"> <li>Kent Development Commercial Lot<br/>N. Horsepound Rd., Kent, NY<br/>TM: 12.-1-38</li> </ul>                          | Site Plan/Erosion Control Plan/<br>Wetlands Permit & Lot Line Adjustment<br>(Withdrawn) | Status Report |
| <ul style="list-style-type: none"> <li>Hilltop Estates Subdivision<br/>Peckslip Rd. &amp; NYS Rt 52<br/>TM: 12.-1-42</li> </ul>                             | Preliminary Subdivision,<br>Erosion Control Plan/Wetland Permit<br>(Withdrawn)          | Status Report |
| <ul style="list-style-type: none"> <li>Kent Development /Hilltop Estates<br/>Timber Harvest<br/>Peckslip Rd., Kent, NY<br/>TM: 12.-1-38 &amp; 42</li> </ul> | Erosion Control   | Status Report |
| <ul style="list-style-type: none"> <li>Route 52 Development/<br/>Peder Scott Project<br/>Route 52, Kent, NY<br/>TM: 12.-1-52</li> </ul>                     | SEQRA   | Status Report |

**Town of Kent Planning Board Minutes  
October 10, 2019**

<ul style="list-style-type: none"> <li>Gierer (Cargain) Property Control Plan/ 43 Marie Road, Kent, NY 10512 TM: 22.-1-42</li> </ul>	<p>Status Report</p> <p>Bond Recommendation</p>	Erosion
<ul style="list-style-type: none"> <li>Kelleher/Pidala Property 5 Westwood Dr., Kent, NY TM: 19.12-1-21, 22, 23</li> </ul>	<p>Lot Line Adjustment Waiver Request (Withdrawn)</p>	Status Report
<ul style="list-style-type: none"> <li>Kent Materials NYS Rte. 52, Kent, NY TM: 12.-1-44</li> </ul>	<p>Request to Release Bond</p>	Status Report
<ul style="list-style-type: none"> <li>Fregosi/Marinelli Property Miller Hill Road, Kent, NY TM: 10.-1-17</li> </ul>	<p>Erosion Control Plan</p>	Status Report
<ul style="list-style-type: none"> <li>Realbuto 49 Tiger Trail, Kent, NY TM: 21.8-1-39</li> </ul>	<p>Erosion Control Plan/Bond</p>	Status Report
<ul style="list-style-type: none"> <li>O'Mara Lhasa Ct., Kent, NY TM: 31.9-1-6</li> </ul>	<p>Erosion Control Plan</p>	Status Report
<ul style="list-style-type: none"> <li>DiSanza Property 381 Ludingtonville Rd., Holmes, NY TM: 12.-3-63 &amp; 64</li> </ul>	<p>Erosion Control Plan/ Wetland Permit</p>	Status Report
<ul style="list-style-type: none"> <li>Cabrera Property 126 Hortontown Road, Kent, NY TM: 19.-1-35</li> </ul>	<p>Erosion Control Plan</p>	Status Report



## Cornerstone Associates

*Environmental Planning Consultants*

*1770 Central Street*

*Yorktown Heights, NY 10598*

*Phone: (914)-299-5293*

October 10, 2019

To: Planning Board

From: Bruce Barber

Town of Kent Environmental Consultant

**Re: Chen/Shin Application**

31 Friend Lane

Section 32.06 Block 1 Lot 1

Town of Kent, New York

Dear Chairman Tolmach and Members of the Planning Board:

Please be advised I have reviewed the following documents relative to the above referenced application:

- Comment response memo prepared by John Karell, Jr. dated 10/3/19, 1 page.
- Waiver request (tree plan and driveway slope) prepared by John Karell, Jr., dated 10/3/19, 1 page..
- Letter executed by Gene Reed of the Putnam County Department of Health dated 10/3/19.
- Bond estimate prepared by John Karell, Jr. dated 10/3/19, 1 page.
- Plans entitled; "Roger Chen and Eileen Shin:" prepared by John Karell, Jr., dated July 16, 2019, 3 sheets: S1, SS1,D1..

### **1: Project Summary:**

Application is to construct a two story, three bedroom, 2,600+/- square foot single-family residence on a 1.109+/- acre parcel in an R-80 zoning district on the western side of Friend Lane. The proposed action is to replace a home which was damaged by fire on a modified footprint and will be served by the existing septic system and connected to the Gipsy Trail Club public water supply.

### **2: Environmental Resources:**

A: Wetlands: this office conducted a site inspection of the above referenced property and determined that the wetland delineation conducted by the applicant on June 9, 2019 accurately conforms with requirements of Chapter 39A of the town code.

The home, improvements and the majority of the proposed site disturbance is located within the wetland buffer. The applicant has applied for a town wetland permit.

The parcel appears to be located within a NYSDEC wetland/wetland buffer area and/or checkzone. The applicant is requested to contact the NYSDEC for further information and potential permitting requirements.

B: Flood Plain: FEMA flood plain line should be shown on the site plan as applicable.

C: Grading/Soils: A total of 0.2 acres is proposed to be disturbed. The existing access is located in close proximity to a pond. Due to potential truck traffic, the erosion control plan and limits of disturbance should include the access road and a road stabilization/restoration plan should be provided..

Provide separate bond estimates for wetland mitigation and erosion and sediment controls.

D: Stormwater: The applicant is proposing an infiltration structure adjacent to the driveway in the wetland buffer. Sizing calculations should be reviewed by the Town Engineer. Inspection and maintenance details should be provided. Over flow discharge locations should be provided.

E: Trees: The applicant is requesting a waiver of tree plan requirements.

F: Well/Septic System: The applicant has indicated that the property will be connected to the Gipsy Trail Club water supply and utilize the existing septic system. The PCDOH has indicated that the existing septic systems may be utilized ..

G: Threatened/Endangered Species: the subject property is located in a US Fish and Wildlife Bat Recovery zone. Tree cutting is restricted to between November 1 and March 31 of the following year unless specific exemptions are obtained. . A plan note (Sheet S1) indicates “trees outside limits of disturbance to be removed”. Please clarify

### **3: Review:**

#### **A; EAF:**

Page 1: Name: Please correct to “Chen and Shin”.

Page 1: Location: Application indicates “31 Friends Road”. Please clarify.

Page 1: Question 2: Please verify that NYSDEC wetland/stream disturbance is not required.

Page 2, Question 12: Please indicate how this was verified.

Page 3: Questions 15 and 16: Please indicate how this was verified.

EAF Mapper Summary Report: Please include second page.

#### **B: Plans:**

Sheet S-1:

What is connected to the infiltration structures. Include detail. Provide mitigation plan for proposed wetland/wetland buffer disturbance.

Indicate if “Friends Lane” stream and wetland crossing requires improvement. What is the crossing and the condition of the crossing?

There does not appear to be erosion controls at the driveway area to prevent construction runoff from entering the stream. There is no anti-tracking pad.



Sheet E-1:  
(from prior review)

What is the condition of the two indicated septic systems?  
Please explain the 40' wide "reserve strip"/  
Please indicate trees to be cut.  
Indicate 100 year flood plain line as applicable.  
Indicate potential 100% septic system expansion area outside of wetland buffer.  
Please indicate water line location and connections  
Please provide details of hot tub and discharge location.

This office defers to the Town Planning Consultant regarding planning review and the Town Engineer regarding site plan and stormwater review.

Additional review shall be conducted upon receipt to above comments as well as following the site inspection. Please do not hesitate to contact me should you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to be 'R' followed by a stylized flourish.

Bruce Barber, PWS, Cert. Ecologist  
Town of Kent Environmental Consultant



ARCHITECTURE  
ENGINEERING  
PLANNING  
CPLteam.com

## MEMORANDUM

**TO:** Town of Kent Planning Board  
**CC:** Bill Walters  
Julie Mangarillo  
Bruce Barber  
**FROM:** Liz Axelson, AICP  
**DATE:** September 19, 2019  
**RE:** Chen and Shin Erosion Control Plan and Wetland Permit, 31 Friend Lane, Tax Parcel No. 32.6-1-1 / CPL# 14973.00-0014

I reviewed the materials listed at the end of this memorandum. I also reviewed online mapping resources; and the Code of the Town of Kent, Chapters 77, Zoning. Based on my review I offer the following comments for the Board's consideration:

### Summary

1. The proposal involves a wetland permit and an erosion control plan for reconstruction of a single-family dwelling, and other improvements to be made to a 48,338 square foot (SF; 1-acre) lot (see tax parcel listed above) in the R-80 (Residential) zoning district.
2. My review is limited to the Zoning Requirements comments below. I defer to the Planning Board's Consulting Engineer and Environmental Consultant review for all other aspects of the project.

### SEQRA

3. I have no comments on the Short EAF. The proposal appears to be a Type 2 action under SEQRA.

### Zoning Requirements

4. Correct the tax parcel ID number on all forms and plans to be 32.6-1-1.
5. In order to determine the site's frontage, address the following:
  - a. Show and label any existing driveway; shared driveway; or private road;
  - b. Show and label any corresponding access easement or right-of-way; and
  - c. Add an area map, at a clearer scale than the vicinity map showing the pathway of Friend Lane from nearby roads to the property.
6. Revise the zoning table of lot and bulk requirements on the site plan sheet corresponding to the R-80 district as follows:
  - a. Add another column to the table to provide existing values for each zoning requirement.
  - b. Label the proposed lot width measurement of 200 feet (200'). It appears to measure as 232'. Please check and revise as needed.
  - c. Provide notation explaining the 0' value for Proposed Road Frontage.
  - d. Provide an actual proposed building height that is equal to or less than the maximum height requirement in feet and stories. The architectural plans show a 2-story house with a basement.
7. Add a note to the plans to state that utilities shall, unless unfeasible, be placed underground.
8. Label the existing and proposed tree line, with notation that wooded areas will be retained.

9. If access is via a private road or shared driveway, add notation about any easement; or right-of-way; and a maintenance agreement or homeowners association that manages the access.

### Recommendation

10. The Planning Board should direct the applicant to:
- address the comments above; and
  - provide additional information for a more complete application.
11. Since the application is not be complete, no action is required by the Planning Board at this time.

If you have any questions please do not hesitate to contact me at 845-454-3411 ext. 21, or e-mail at [eaxelson@CPLteam.com](mailto:eaxelson@CPLteam.com).

### Materials Reviewed

- Application for wetland and erosion control permit; and request for Wetland Delineation Confirmation, with site plan checklist signed July 16, 2019, with attached affidavits; certifications;
- Stormwater Pollution Prevention Plan, prepared by John Karell, PE, dated July 17, 2019 with attached NYSDEC SWPPP form;
- Short EAF signed July 17, 2019;
- Erosion Control Cost Estimate, prepared by John Karell, PE, dated July 19, 2019; and
- Plans prepared by John Karell, Jr., P.E., entitled Eileen Shin and dated as listed below:
  - o S-1 Site Plan, dated July 15, 2019;
  - o D-1 Details, dated July 15, 2019;
  - o E-1 Existing Conditions Plan, dated July 15, 2019;
  - o EC-1 Erosion Control & Steep Slope Details/Notes, dated July 16, 2019.

**JOHN KARELL, JR., P.E.**  
**121 CUSHMAN ROAD**  
**PATTERSON, NEW YORK, 12563**  
845-878-7894 FAX 845 878 4939  
[jack4911@yahoo.com](mailto:jack4911@yahoo.com)

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**Chen/Shin**  
**31 Friend Lane**  
**Kent (T)**

**COST ESTIMATES**

ITEM	QUANTITY	COST/UNIT	TOTAL
<b>EROSION CONTROL</b>			
Silt Fence	300 LF	\$ 4.00	\$1,200.00
Seed and Mulch	1000 sf	\$0.06	60.00
Topsoil Stockpile	1	500.00	500.00
Total			\$1,760.00
<b>WETLAND MITIGATION</b>			
Infiltrators	4	500.00	2,000.00

John Karell, Jr., P.E.

July 19, 2019, revised September 17, 2019, revised **October 3, 2019**



**PUTNAM COUNTY DEPARTMENT OF HEALTH**

1 Geneva Road, Brewster, NY 10509 ■ 845-808-1390

[www.putnamcountyny.gov/health](http://www.putnamcountyny.gov/health)

A PHAB-ACCREDITED HEALTH DEPARTMENT

**MaryEllen Odell**

COUNTY EXECUTIVE

**Michael J. Nesheiwat, MD**

COMMISSIONER OF HEALTH

October 3, 2019

John Karell Jr., P.E.  
121 Cushman Road  
Patterson, NY 12563

Re: Letter of No Objection  
Shin Property  
31 Friend Lane  
(T) Kent, 32.6-1-1

Dear Mr. Karell:

In reference to your letter dated October 3, 2019 for the inspection of the septic system and accompanied plans, this Department has no objection to the replacement of the original structure, nor the utilization of the existing septic system and well. Separation distance from the house to the existing system must be maintained as noted (ten feet from the house foundation to the septic tank, twenty feet from the house foundation to the septic leaching fields).

If you have any further questions, please contact me at (845) 808-1390 ext. 43261.

Sincerely,

A handwritten signature in black ink, appearing to read "Gene D. Reed".

Gene D. Reed  
Principal Engineering Aide

GDR:cml

cc: (T) Southeast, Building Inspector

**JOHN KARELL, JR., P.E.**  
**121 CUSHMAN ROAD**  
**PATTERSON, NEW YORK, 12563**  
**845-878-7894 FAX 845 878 4939**  
**jack4911@yahoo.com**

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October 3, 2019

**RESPONSE TO COMMENTS CHEN/ SHIN , 31 FRIEND LANE, KENT (T)**  
**TM # 32.6-1-1**

**Work Session September 24, 2019**

The attached plans have been revised in accordance with comments during this work session as follows:

1. A note that no trees outside the limit of disturbance will be removed has been provided.
2. The GTC letter has been revised to include any and all proposed site work.
3. The garage has been labeled.
4. The driveway profile has been revised.
5. A note has been provided indicating that the homeowner will be responsible for the maintenance of the stormwater practices.
6. The label on the turnaround has been relocated.
7. All documents have been changed to Shin/Chang
8. An inset map has been provided showing the driveways and private roads out to the town road, Gypsy Trail Road.
9. A note has been provide relative to the repointing of the walls.
10. See item # 4 above.

**Julie Mangarello Email October 2, 2019**

1. That light line will be identified but I will need to discuss this with Julie.
2. The location of the driveway modification is at station 0+50, the property line and has been labeled. The Gypsy Trail Club has provided a letter of approval of the site plan. This letter approves of any work shown on the site plan. A note has been provided.
3. The 5% slope area is noted.
4. Revision date provided.
5. How tub labeled to be removed.
6. Maintenance note for the stormwater practices provided.
7. Inset map provided.

It is hoped that this project can be moved to Administrative Review since the comments presented are not substantial.

**John Karell, Jr., P.E.**

**JOHN KARELL, JR., P.E.**  
**121 CUSHMAN ROAD**  
**PATTERSON, NEW YORK, 12563**  
**845-878-7894 FAX 845 878 4939**  
**jack4911@yahoo.com**

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October 3, 2019

**WAIVER REQUESTS CHEN/ SHIN , 31 FRIEND LANE, KENT (T)**  
**TM # 32.6-1-1**

Please be advised that we are requesting the following waivers from the Code of the Town of Kent

1. **Tree plan** - We are not planning on removing any trees and have placed notes on the plan indicating that no trees will be removed beyond the limit of disturbance.
2. **Driveway slope** – Town requirement is 10% it is proposed at 15% and 3% for 30 feet at the house, it is proposed at 5% for 10 feet from the house.

The requests relative to the driveway slope is due the excessive disturbance to meet the required slope resulting from the existing driveway slope of 17% all the way to the house.

**John Karell, Jr., P.E.**

Received  
mo/date/year

SEP 16 2019

Planning Department  
Town of Kent

KENT DEVELOPMENT ASSOCIATES INC.

3498 Lantern Bay Drive

Jupiter Florida , 33477

Planning Board Town of Kent

Vera Patterson Sec.

25 Sybil's Crossing

Kent NY 10512

September 12, 2019

Honorable Planning Board:


Re: Hill Top Estates &

Horse Pound Rd Commercial lot

To follow up as per my email to the Board Monday last, I am withdrawing my new application for subdivision of parcel ,12-1-42 and site plan approval of the commercial lot,12-1-38.

I had in the past, requested several extensions of the approval granted for the subdivision of parcel (12-1-42) into 11 lots, however for reasons unknown to me the Planning Board refused to grant my last extension request; therefor there is no currant approval of any subdivision for the property.

Sincerely yours,

  
Richard Esposito, President

Kent Development Associates Inc.

cc: Insite Engineering

Michael Trautschold ,Quality Forestry Managements

Jordon Heller, Wagner Lumber

Clark Patterson Lee



**Adopted September 12, 2019**

**Town of Kent Planning Board  
Resolution of SEQRA Classification; Lead Agency Intent; Circulation; and  
Referrals for:  
Site Plan Approval; and Steep Slope; and Erosion Control Permit for  
Kent Self Storage, Site and Erosion Control Plan, Route 311, Tax Parcels No. 22.-2-17**

**Whereas**, the Town of Kent Planning Board has received an application from Richard Viebrock for approval of a Site plan for development of a 2.7-acre parcel to create a self-storage facility and truck rental service in the IOC (Industrial Office Commercial) zoning district located at 164 Route 311, Carmel, in the Town of Kent, Putnam County, New York (tax parcel identification number 22.-2-17); and

**Whereas**, the proposed action involves the development of two self-storage buildings with office (management) and retail spaces, as well as parking areas, drive, utilities, and electric and stormwater management systems which is a principal permitted use in the IOC zoning district; and

**Whereas**, the project is depicted on site and erosion and sediment control plans, prepared by Site Design Consultants, Civil Engineers & Land Planners, dated May 14, 2019, last revised August 14, 2019; and a Full EAF, dated January 22, 2019 was submitted; and

**Whereas**, the proposal will also involve Steep Slopes and Erosion Control Permit approvals;

**Whereas**, in accordance with the New York State Environmental Quality Review Act ("SEQRA"), the Planning Board is required to determine the classification of the proposed action; and

**Whereas**, pursuant to 6 NYCRR § 617.4 and 617.5, the proposed action is neither a Type I or a Type II action under SEQRA; and

**Whereas**, the Project is located within 500 feet of NYS Route 311, a New York State Highway; and

**Whereas**, pursuant to Section 239-l, m and n of the General Municipal Law, projects located within 500 feet of a state or county highway must be referred to the Putnam County Department of Planning, Development and Public Transportation for a report and recommendation thereon;

**Now Therefore Be It Resolved**, that the Planning Board hereby classifies the proposed project as an Unlisted Action under SEQRA as per 6 NYCRR part 617, sections 617.4 and 617.5; and

**Be It Further Resolved**, that the Planning Board hereby declares its intent to serve as Lead Agency in a coordinated review of the Project and directs its secretary to circulate notice of its intent to all other involved and interested agencies; and

**Be It Further Resolved**, that the Planning Board hereby directs its secretary to refer the application to the Putnam County Department of Planning, Development and Public Transportation pursuant to Section 239-l, m and n of the General Municipal Law.

*Town of Kent Planning Board Resolution of  
SEQRA Classification; Lead Agency Intent; Circulation; and  
Referrals for Site Plan; Steep Slope; and Erosion Control  
for Kent Self Storage Site Plan  
September 12, 2019*

Motion: Giancarlo Gattucci

Second: Dennis Lowes

Phil Tolmach, Chairman Aye

Dennis Lowes, Vice Chairman Aye

Simon Carey Aye

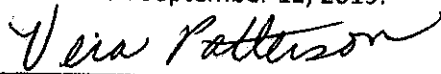
Giancarlo Gattucci Aye

Nisim Sachakov Aye

Charles Sisto Absent

Stephen Wilhelm Aye

I certify that the above resolution was adopted by the Town of Kent Planning Board at a meeting of the Board held on September 12, 2019.



Vera Patterson, Clerk  
Town of Kent Planning Board

\*~\*~\*~\*

Involved and Interested Agencies

New York State Department of Environmental Conservation

New York State Department of Transportation

Putnam County Department of Planning, Development and Public Transportation

Putnam County Department of Health

Putnam County Department of Highways and Facilities

New York City Department of Environmental Protection

Town of Kent Building Department

Town of Patterson Town Clerk's office



October 10, 2019

Chairman  
Town of Kent Planning Board  
25 Sybil's Crossing  
Kent Lakes, NY 10512

Vincent Sapienza, P.E.,  
Commissioner

Joseph P. Murin  
Chief Financial Officer

59-17 Junction Blvd  
Flushing, NY 11373  
T: (718) 595-6936  
F: (718) 595-3525  
jmurin@dep.nyc.gov

**Re: Horsepound Ridge Forest Management Project Performance Bond**

The New York City Department of Environmental Protection (City) appreciates the Town of Kent Planning Board's willingness to consider this letter in lieu of an erosion control bond, to assure the completion of the Horsepound Ridge Forest Management Project in accordance with the attached Erosion Control Plan (the "Erosion Control Plan").

Please accept this letter in lieu of the aforementioned bond as the City's guarantee that all of the work described in the Erosion Control Plan will be strictly adhered to and satisfied. When the contractor was awarded the project, the City required that they provide a performance deposit in the amount of four thousand dollars (\$4,000.00) or 10% of the bid price, whichever is greater, as a guarantee to the City that all work will be completed including all best management practices associated with the project. This requirement can be found in *The City of New York Department of Environmental Protection Bid Package for the Sale of Timber and Firewood at the Horsepound Ridge Forest Management Project (Project #5098)*, Section 2, paragraph I. In the event there is a dispute between the City and the Town of Kent, and it is resolved in the Town of Kent's favor, the City will reimburse the Town's reasonable attorney fees, said fees to be at the same rate as are then charged to the Town by the attorney then serving. The City recognizes that despite the waiver of the Erosion Control Bond, the City remains responsible for the inspection fee, which covers the costs for representatives of the Town to perform site inspections.

Additionally, the City has committed to paying the cost of the stone aggregate necessary to make the improvements specified in the Erosion Control Plan, as made evident in the attached purchase order with Thalle Materials Inc.

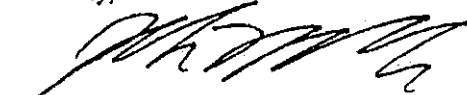
The City of New York hereby warrants, represents and guarantees that it will perform and satisfy all of the work described in the Erosion Control Plan. This guarantee is made in lieu of placing a bond with the Town of Kent, as required in Section 66-7 of the Town Code. It is the intent of this document that the City of New York shall be fully responsible for completing said work satisfactorily. This guarantee shall be valid through and until the expiration of two years from the date on which the Town provides written confirmation of final acceptance of the work in accordance with the approved permit and all plans and specifications forming the basis of the approved permit.

Site improvements the City is performing include, but are not limited to: access road and landing improvements, the implementation of best management practices for these areas, final stabilization and restoration of disturbed areas, and the removal of temporary erosion and sediment control measures. All site improvements and erosion control measures have been developed in accordance with the *2018 New York State Forestry Voluntary Best Management Practices for Water Quality Field Guide*.

Please contact Dan Lawrence at 917-763-7109 should you have any questions or concerns regarding this project.

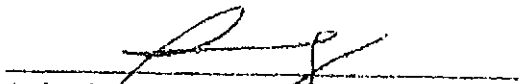
Thank you for your consideration in this matter.

Sincerely,



Joseph Murin  
Chief Financial Officer

Approved as to form

  
\_\_\_\_\_  
Acting Corporation Counsel, City of New York  
Date: 10/8/2019

c: Dan Lawrence, Amanda Locke, Charles Laing

3. Final payment comprising the remaining balance, FIFTY PERCENT (50%) of the lump sum bid amount, is to be paid upon completion of one-half of project work as determined by DEP FORESTER or by March 1, 2019, whichever is sooner.
  - G. All payments will be in the form of a cashier's check, certified check, or money order (NO CASH) and made payable to The City of New York, Department of Environmental Protection, and hand-delivered to the DEP FORESTER.
  - H. The SUCCESSFUL BIDDER will cut all of the trees and remove wood products as specified in ATTACHMENT D - HARVEST CONDITIONS, and as directed by the DEP FORESTER.
- II** Following receipt of a written Notice of Award, the SUCCESSFUL BIDDER will provide a Performance Deposit to the CITY, a penal sum that is equal to TEN percent (10%) of the total bid amount or four thousand dollars (\$4000.00), whichever is higher, to guarantee the faithful performance of the terms and conditions, herein described. The aforementioned sum shall be deposited in an account selected by DEP, at a financial institution selected by DEP, to be held in DEP's name. This Performance Deposit will not be used as credit for wood products cut and removed, but shall instead be held as security for the full and faithful performance by the SUCCESSFUL BIDDER of the terms and conditions hereof. Upon the occurrence of any Event of Default (as hereinafter defined), the CITY may, as provided in Section 9.0 of the Harvest Conditions, retain the Performance Deposit, in whole or in part, and apply the same towards the cost of curing any breach or default by the SUCCESSFUL BIDDER hereunder. Upon a determination by the DEP FORESTER that all work hereunder has been completed and the terms and conditions fulfilled, the balance of the amount in such account, less any amounts applied by the CITY pursuant to Sections 5.1 and 9.0 and any other penalties deducted pursuant to the Harvest Conditions (ATTACHMENT D) shall be returned to the SUCCESSFUL BIDDER.
- J. The Harvest Conditions attached hereto as ATTACHMENT D, contain specific conditions that apply to the *Turkey Mountain Forest Management Project*. Please read these conditions thoroughly because compliance with them will undoubtedly impact the amount of your bid. A signature on the Bid Proposal Sheet (Attachment A) constitutes acknowledgment and acceptance of the Harvest Conditions and other terms and conditions as described herein.

### SECTION 3 - WOOD VOLUME

ATTACHMENT G is the Timber Volume Report listing: tree species; size class; estimated timber volume in board feet; total number of trees marked; and total number of cull trees. It is the responsibility of each prospective bidder to determine the amount of timber, firewood, pulpwood, or other wood products that are included in this sale. The CITY does not guarantee the timber volumes. Time will be given to prospective bidders at the public showings and at approved examinations thereafter to cruise the site and to make a determination of volume and value.

### SECTION 4 - WORK PROJECTS & SPECIAL CONDITIONS

The SUCCESSFUL BIDDER will be required at the time of harvest, and as determined by the DEP Forester, to complete the following work projects and Best Management Practices (BMPs), locations of which are shown on the Project Map (ATTACHMENT F). BMPs must be properly installed prior to beginning work in respective work areas and maintained to be fully functional and effective according to specifications provided by DEP Forester for the duration and upon completion of this contract.

1. Entrance: Do not damage the pavement on Underhill Avenue at the entrance to the project site. Any damage to the pavement will be repaired at completion of the harvest **BY AND AT THE EXPENSE OF** the SUCCESSFUL BIDDER. The SUCCESSFUL BIDDER's Performance Deposit will be retained until any necessary road repairs are complete.
2. Access Road: Cover 120 feet of the access road entrance with at least 6 inches of NY #3 (1.25 in - 1.5 in) screened stone (no fines). This section of the access road is estimated to require between 46 and 50 Tons of stone. Stone will be provided to the SUCCESSFUL BIDDER by DEP. If conditions dictate, straw wattles will be installed on either side of the road where it crosses over the perennial stream.

[illegible]

**JOHN KARELL, JR., P.E.**  
**121 CUSHMAN ROAD**  
**PATTERSON, NEW YORK, 12563**  
**845-878-7894 FAX 845 878 4939**  
**jack4911@yahoo.com**

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October 3, 2019

**RESPONSE TO COMMENTS OMARA REALTY , LHASA COURT  
KENT (T); TM # 31.9-1-6**

**JULIE MANGARILLO, P.E., DATED APRIL 10, 2019**

1. The Fire Department has been consulted relative to the terminus of Lhasa Road and have approved the project.
2. The Health Department approvals are attached.

**BRUCE BARBER, DATED MARCH 14, 2019**

1. See item # 1 above.
2. Note added relative to tree cutting.
3. The disturbance for this project is less than 1 acre therefore treatment of stormwater is not required. The design of the Infiltration practices was based upon the nearby deep and soil percolation test holes which exhibited no rock or water to 7 feet and a perc rate of 8-10 minutes per inch. The stormwater design was based upon a 10 minute perc. Soils mapping indicates similar soils on the entire lot. Soil testing information is attached.
4. The SEAF has been updated and attached.

**LIZ AXELSON**

**DATED MARCH 11, 2019**

1. SEAF enclosed.
2. Bulk table revised to include highway frontage and impervious surfaces.
3. Note added relative to underground utilities.
4. The limit of disturbance line is the existing and proposed treeline
5. Driveway surface is asphalt and is so noted.
6. The shaded area is the construction entrance and is so labeled.
7. The minimum driveway width is 12 feet.

**DATED APRIL 8, 2019**

1. The zoning table en revised
2. Note relative to the tree line and has been added to the plans.

 John Karell, Jr., P.E.

**TOWN OF KENT  
ZONING BOARD OF APPEALS  
March 18, 2019**

**FINAL MINUTES**

The Zoning Board of Appeals of the Town of Kent held a Public Hearing at the Kent Town Hall, 25 Sybil's Crossing, Kent Lakes, New York on Monday, February 18, 2019. The meeting was called to order at 7:30 P.M by Mr. Gordon Moccio, the ZBA Chairman. After due notice, the following members were present:

Present:

Mr. Gordon Moccio, Chairman  
Mr. Ronald Hansen, Vice Chairman  
Mr. Joseph Greico  
Mr. Brett Harrison  
Ms. Jennifer Martinez  
Mr. Bill Walters, Building Inspector

Mr. Moccio opened the meeting by leading the Pledge of Allegiance.

**NEW BUSINESS:**

**1. Ken and Nancy DiNapoli, 13 Putnam Drive, Kent, NY: TM: 22.73-1-37**

The applicants requested a 4.6' side and a 16.5' rear variance for a pre-existing shed and an 8' side variance for a pre-existing garage. Tax Map # 22.73-1-37,

Mr. DeMott represented Mr. & Mrs. DiNapoli in this matter. The applicants are putting an addition onto their houses and discovered that there were no permits issued for a shed and an existing garage which were built previously. The applicants wish to legalize them. The garage is used for a collectible car and has been on the property since 2012. The other shed has been on the property since 2006. The rear corner of the garage is on the property line. There would be no impact to the neighborhood and no complaints have been filed by the neighbors pertaining to the two structures.

Mr. Moccio stated that there had been a site visit conducted and that the Board felt that there was no other location suitable for the existing structures and asked for input from the other members and they agreed with Mr. Moccio.

There were concerns about an apartment in the residence, which Mr. DeMott said had been addressed. Mr. Moccio said that the variance would be granted with the condition that the Building Inspector verifies that the sink, water source, stove, electric and propane had been removed.

Mr. Moccio asked for a motion to grant the variances requested when the conditions had been met. Mr. Hansen made the motion and Ms. Martinez seconded it. Following were the roll call votes:

Mr. Gordon Moccio, Chairman	-	<u>Aye</u>
Mr. Ronald Hansen, Sr., Vice Chairman	-	<u>Aye</u>
Mr. Joseph Greico	-	<u>Aye</u>
Mr. Brett Harrison	-	<u>Aye</u>
Ms. Martinez	-	<u>Aye</u>

The motion carried.



**Town of Kent Zoning Board of Appeals  
Minutes  
March 18, 2019**

**2. Patrick O'Mara, 72 Fairfield Dr., Patterson, NY; TM: 31.9-1-6**

The applicant requested a renewal for previously approved variances (1,891 square foot variance needed for 80,000 square foot zone – has 78,109) and 40' road frontage for 250' zone (has 210) for his property on Lhasa Court, Kent, New York. Tax Map #31.9-1-6.

Mr. & Mrs. O'Mara attended the meeting and requested approvals for the two variance noted above. The variances will expire in one year if construction has not begun on the property.

Mr. Moccio said that he had no issues with granting these variances and there were none. The motion was made by Ms. Martinez and seconded by Mr. Greico. Following were the roll call votes:

Mr. Gordon Moccio, Chairman	-	<u>Aye</u>
Mr. Ronald Hansen, Sr., Vice Chairman	-	<u>Aye</u>
Mr. Joseph Greico	-	<u>Aye</u>
Mr. Brett Harrison	-	<u>Aye</u>
Ms. Martinez	-	<u>Aye</u>

The motion carried.

**3. Approval of the February 2019 ZBA Minutes**

Mr. Moccio asked for a motion to approve the February 25, 2019 Minutes. The motion was made by Mr. Hansen and seconded by Ms. Martinez. Following were the roll call votes:

Mr. Gordon Moccio, Chairman	-	<u>Aye</u>
Mr. Ronald Hansen, Sr., Vice Chairman	-	<u>Aye</u>
Mr. Joseph Greico	-	<u>Aye</u>
Mr. Brett Harrison	-	<u>Aye</u>
Ms. Martinez	-	<u>Aye</u>

The motion carried.

Mr. Moccio asked for a motion to close the meeting at 8:00 PM. The motion was made by Mr. Greico and seconded by Mr. Hansen. The roll call votes were as follows:

Mr. Gordon Moccio, Chairman	-	<u>Aye</u>
Mr. Ronald Hansen, Sr., Vice Chairman	-	<u>Aye</u>
Mr. Joseph Greico	-	<u>Aye</u>
Mr. Brett Harrison	-	<u>Aye</u>
Ms. Martinez	-	<u>Aye</u>

The motion carried.

Cordially Submitted,



Vera Patterson

+++++

CC: Town Clerk  
Planning Board  
Town Board  
Zoning Board  
Emily Cole, Building Dept. Clerk  
William Walters, Building Inspector

**ZONING BOARD OF APPEALS  
25 Sybil's Crossing  
Kent Lakes, NY 10512**

NOTICE IS HEREBY GIVEN that the Zoning Board of Appeals of the Town of Kent will hold a Public Hearing on Monday, March 18, 2019 at the Kent Town Hall, 25 Sybil's Crossing, Kent Lakes, NY at 7:30 p.m. to review the following applications.

1. Ken & Nancy DiNapoli  
13 Putnam Drive  
Carmel, NY 10512

Requests a 4.6' side, 16.5' rear variance for a pre-existing shed and an 8' side variance for a pre-existing garage. Tax Map #22.73-1-37.

2. Patrick O'Mara  
73 Fairfield Drive  
Patterson, NY 12563

Requests renewal of previously approved variances (Requests 1,891 square foot variance needed for 80,000 square foot zone) (Has 78,109) and 40' road frontage for 250' zone (has 210') for property on Lhasa Court, Kent, NY. Tax Map #31.9-1-6.

SITE INSPECTIONS ARE THE SECOND SUNDAY OF THE MONTH.

CC: Town Clerk  
Planning Board  
Town Board  
William Walters, Building Inspector

# Short Environmental Assessment Form

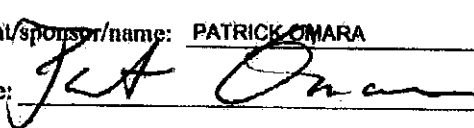
## Part 1 - Project Information

### Instructions for Completing

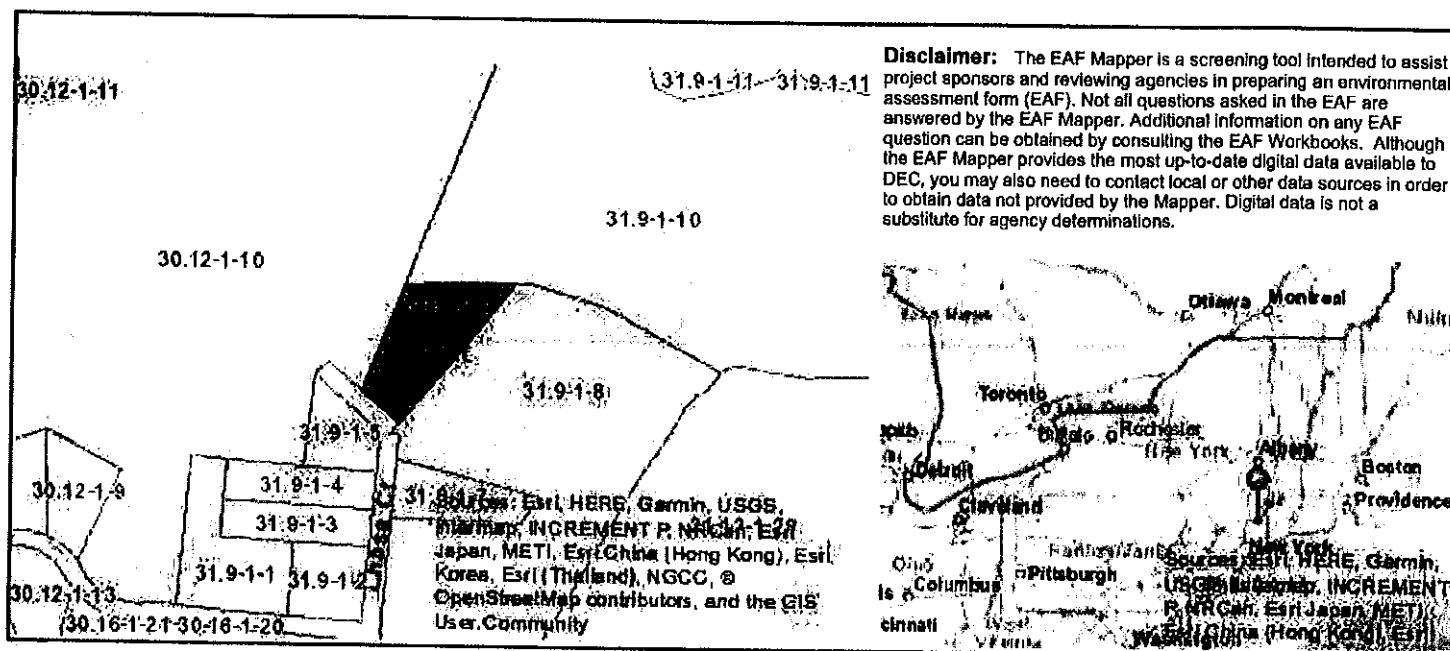
**Part 1 - Project Information.** The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

<b>Part 1 - Project and Sponsor Information</b>			
Name of Action or Project: Omara Lhasa Court House			
Project Location (describe, and attach a location map): Lhasa Court, Town of Kent, end of road			
Brief Description of Proposed Action: Construction of a single family 5 bedroom house on a 1.73 acre parcel of land served by a septic system and well			
Name of Applicant or Sponsor: Patrick Omara, Omara Realty Corp		Telephone: 845 475 7100 E-Mail: omaraassociates@yahoo.com	
Address: 73 Fairfield Drive			
City/PO: Patterson		State: NY	Zip Code: 12563
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO <input checked="" type="checkbox"/> YES <input type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval: PUTNAM COUNTY HEALTH DEPARTMENT SEPTIC SYSTEM AND WELL			NO <input type="checkbox"/> YES <input checked="" type="checkbox"/>
3. a. Total acreage of the site of the proposed action?		1.73 acres	
b. Total acreage to be physically disturbed?		0.87 acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		1.73 acres	
4. Check all land uses that occur on, are adjoining or near the proposed action:			
5. <input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban) <input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other(Specify): <input type="checkbox"/> Parkland			

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: <input type="checkbox"/> Shoreline <input checked="" type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input type="checkbox"/> Urban <input type="checkbox"/> Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered? Northern Long-eared Bat	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>
16. Is the project site located in the 100-year flood plan?	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes, <div style="margin-left: 40px;">           a. Will storm water discharges flow to adjacent properties?            b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?         </div> If Yes, briefly describe:	NO <input type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	YES <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment:	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe:	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe:	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>
<b>I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE</b>  Applicant/sponsor/name: <u>PATRICK OMARA</u> Date: <u>MARCH 16, 2019</u> Signature: <u></u> Title: <u>OWNER</u>		

**PRINT FORM**



Part 1 / Question 7 [Critical Environmental Area]	No
Part 1 / Question 12a [National or State Register of Historic Places or State Eligible Sites]	No
Part 1 / Question 12b [Archeological Sites]	No
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
Part 1 / Question 15 [Threatened or Endangered Animal]	Yes
Part 1 / Question 15 [Threatened or Endangered Animal - Name]	Northern Long-eared Bat
Part 1 / Question 16 [100 Year Flood Plain]	No
Part 1 / Question 20 [Remediation Site]	No



# THEORY OF THE EARTH

**FILED THIS DATE**      **BY**      **VOLUME**

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**ROOM NUMBER**    **SECTION**    **DIVISION**    **SUB-DIVISION**

DATE	Private Supply Description	Quantity	Authors
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White copy, All white, Yellow copy, Redding copy, for Pink copy, Orange, Orange copy, Brown, Red salmon

Form 990



**PUTNAM COUNTY DEPARTMENT OF HEALTH  
DIVISION OF ENVIRONMENTAL HEALTH SERVICES**

**DESIGN DATA SHEET -- SUBSURFACE SEWAGE TREATMENT SYSTEM**

Owner: OMARA

Address: 73 Fairfield Drive

Located at (street): WHA SA Ave

TM# 31.9-1-6

Municipality: Kent (T)

Watershed: NYC

**SOIL PERCOLATION TEST DATA**

Date of Pre-soaking: 10/15/16

Witnessed by: Karell  
Date of Percolation Test: 10/16/16

Hole No.	Hole depth (Inches)	Run No.	Time Start - Stop	EIapse Time (min.)	Depth to water from ground surface (inches) Start - Stop	Water level drop in inches	Percolation Rate min/inch
P1	36"	1	1002 1010	8	32-33	1	8
		2	1010 1018	8	32-33	1	8
		3	1020 1028	8	32-33	1	8
		4					
		5					
P2	36"	1	1040 1048	8	33-34	1	8
		2	1050 1100	10	33-34	1	10
		3	1100 1110	10	33-34	1	10
		4					
		5					
		1					
		2					
		3					
		4					
		5					
		1					
		2					
		3					
		4					
		5					

**Notes:**

- Tests to be repeated at same depth until approximately equal percolation rate is obtained at each percolation test hole. (i.e.,  $\leq 1$  min for 1-30 min/inch,  $\leq 2$  min for 31-60 min/inch). All data to be submitted for review.
- Depth measurements to be made from top of hole.





September 26, 2019

David A. Getz, P.E.  
Lehman & Getz, P.C.  
17 River Street  
Warwick, New York 10990

Vincent Sapienza P.E.  
Commissioner

Paul V. Rush, P.E.  
Deputy Commissioner  
Bureau of Water Supply  
prush@dep.nyc.gov

465 Columbus Avenue  
Valhalla, New York 10595

T: (845) 340-7800  
F: (845) 334-7175

Re: Putnam Nursing and Rehabilitation Center  
404 Ludingtonville Road  
Section 12, Bloc 3, Lots 40 & 41  
DEP Log # 2001-MB-0044-SP.2  
Middle Branch Reservoir Drainage Basin

Dear Mr. Getz:

The New York City Department of Environmental Protection (DEP) received your September 11, 2019 letter with enclosures prepared by your office for the above-referenced property. The property is located within the New York City East of Hudson (EOH) Watershed in the Town of Kent, Putnam County, New York.

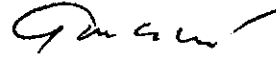
The project, Putnam Nursing and Rehabilitation Center, proposes to expand the existing facility, by constructing a two-story building addition and new employee parking, as well as improvements and upgrades to the existing building and parking facilities.

Based on the site visit conducted on July 26, 2017 and the review of the revised "Drawing SA 1.0: DEP Analysis of Existing & New Impermeable Surface Area", dated November 11, 2017, last revised on September 5, 2019 showing the overall limits of disturbance and new areas of the impervious surfaces associated with the proposed project, DEP has determined that the project as proposed does not require DEP review and approval of a Stormwater Pollution Prevention Plan (SWPPP) pursuant to the Watershed Regulations. Please note that should the site plan change, this determination must be reconsidered.

DEP strongly encourages the project sponsor to implement temporary best management practices (BMP's), including erosion and sediment controls (ESC) as necessary, for the duration of the project. Prior to the start of the construction activities, DEP requests the applicant to contact the undersigned since the project is in the Middle Branch Reservoir Basin.

If you have any questions or require any further assistance, please do not hesitate to contact me at (914) 749-5356.

Sincerely,



Andreea A. Oncioiu  
Associate Project Manager II  
EOH, Regulatory Review & Engineering  
Watershed Protection Program

C: (T) Kent Planning Board



## Cornerstone Associates

*Environmental Planning Consultants*  
1770 Central Street  
Yorktown Heights, NY 10598  
Phone: (914)-299-5293

---

October 10, 2019

To: Planning Board

From: Bruce Barber  
Town of Kent Environmental Consultant

Re: **Putnam Nursing and Rehabilitation Center**  
404 Luddingtonville Road  
Section 12 Block 3 Lots 40, 41

Dear Chairman Tolmach and Members of the Planning Board:

I have reviewed the following pertinent documents relative to the above referenced project:

1. Email comment response from David Schollosser dated 09/23/19.
2. Plans entitled; "Renovations and Additions Putnam Nursing and Rehabilitation Center" prepared by Schopfer Architects dated 08/23/19, 2 sheets: L1.6, L1.7
3. Plans entitled; "Renovations and Additions Putnam Nursing and Rehabilitation Center" prepared by Lehman and Getz, P.C., dated 08/23/19 (rev.) 6 sheets: L1.0, L1.1, L1.2, L1.3, L1.4, L1.5,.
4. Stormwater Pollution Prevention Plan prepared by Lehman & Getz, P.C. undated (stamped received 09/16/19).

### **1: Summary of Application:**

This is an application to expand the existing Putnam Nursing and Rehabilitation Center by constructing a two-story addition, new employee parking and making improvements to the existing building and parking facilities.

### **2: Environmental Review:**

#### **A: Wetlands:**

There is proposed encroachment into the Town of Kent and NYSDEC jurisdictional wetland buffer. A total of 0.34+/- acres (14,676+/- square feet) of wetland buffer will be impacted.

The applicant has provided a mitigation plan in the form of a planted pond edge and stormwater treatment improvements. It is recommended that the mitigation areas along the pond edge be connected to provide a buffer between the pond and the proposed grass filter strip.

The applicant has provided data which indicates that discharge of Total Suspended Solids, Total Phosphorous, Total Nitrogen and Biological Oxygen Demand will be reduced from pre-construction levels.

B: Trees:

Tree cutting is limited to the time period between November 1 and April 1 of the following year.

### **3. Plan Review:**

Provide detailed planting plan including planting key and maintenance schedule for indicated buffer mitigation area, all stormwater structures and grass filter strip (e.g native grasses, etc.). Provide cost to plant (labor and materials) for bonding purposes. Indicate if deer fencing will be installed around all plantings as well as safety fencing at stormwater basin.

### **4: EAF Review:**

Page 8: Question D.2.p.ii: Provide response.

Page 9: Question D.2.t: Provide information regarding medical waste generation.

Page 11: Question E.2.d: Please confirm response.

### **5: Additional Review:**

The EAF indicates that approximately 2,800 cubic yards of material are to be removed from the site over the 5 month anticipated construction period. Applicant should indicate how many truck trips per day are anticipated and provide a truck route for trucks leaving the site. The Planning Board may refer the application to the town Highway Superintendent to determine if an evaluation of the road, bridge and culvert conditions is required.

Provide NYSDEC permit(s) as required.

This office defers to the Town Planner regarding planning and zoning issues and the Town Engineer regarding engineering issues.

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

Sincerely,

A handwritten signature in black ink, appearing to be 'R' followed by a stylized flourish.

Bruce Barber, PWS, Certified Ecologist  
Town of Kent Environmental Consultant

**Town of Kent Planning Board**  
**Adopted Resolution of SEQRA Classification; Lead Agency Intent; Circulation; and Referrals for:**  
**Site Plan Approval; Wetland; and Erosion Control Permit for**  
**Putnam Nursing & Rehabilitation Center Addition Site Plan, 404 Ludingtonville Road,, Kent, NY 10512**  
**Tax Parcels No. 12-3-40 & 41**

**Whereas**, the Town of Kent Planning Board has received an application from Davis Schlosser, AIA on behalf of Putnam Nursing & Rehabilitation Center for approval of a site plan; and erosion control; and wetland permits for the renovation of and addition to an existing nursing home and other improvements to be made on an approximately 10.9-acre developed and partially wooded lot (see tax parcels listed above) in the R-80 (One Family Residence) zoning district located at 404 Ludingtonville Road, Holmes, in the Town of Kent, Putnam County, New York; and

**Whereas**, the proposed action involves the expansion of an existing building to create a second floor for additional patient space to be constructed over an existing parking area, as well as reconfiguration of parking areas, driveways, utilities, and electric and stormwater management systems; the existing and proposed use is a principal permitted use in the R-80 zoning district; and the expansion will add more space to the existing facility, yet the number of patient beds (160) will remain the same; and

**Whereas**, the project is depicted on site plans, prepared by David Schlosser, RA, Schopfer Architects, LLP, dated August 23, 2019; and August 28, 2019; and by David A. Getz, P.E., Lehman & Getz, PC, dated February 21, 2018, revised August 23, 2019; and a Full EAF, revised February 28, 2019 was submitted; and

**Whereas**, the proposal will also involve Wetland; and Erosion Control Permit approvals;

**Whereas**, in accordance with the New York State Environmental Quality Review Act ("SEQRA"), the Planning Board is required to determine the classification of the proposed action; and

**Whereas**, pursuant to 6 NYCRR § 617.4 and 617.5, the proposed action is neither a Type I or a Type II action under SEQRA; and

**Whereas**, the Project is located within 500 feet of Ludingtonville Road (Putnam County Route 43), a Putnam County Highway; and

**Whereas**, pursuant to Section 239-l, m and n of the General Municipal Law, projects located within 500 feet of a state or county highway must be referred to the Putnam County Department of Planning, Development and Public Transportation for a report and recommendation thereon;

**Now Therefore Be It Resolved**, that the Planning Board hereby classifies the proposed project as an Unlisted Action under SEQRA as per 6 NYCRR part 617, sections 617.4 and 617.5; and

**Be It Further Resolved**, that the Planning Board hereby declares its intent to serve as Lead Agency in a coordinated review of the Project and directs its secretary to circulate notice of its intent to all other involved and interested agencies; and

***Town of Kent Planning Board Resolution of  
SEQRA Classification; Lead Agency Intent; Circulation; and  
Referrals for Site Plan; Wetland; and Erosion Control for  
Putnam Nursing & Rehabilitation Center Addition Site Plan  
October 10, 2019***

**Be It Further Resolved**, that the Planning Board hereby directs its secretary to refer the application to the Putnam County Department of Planning, Development and Public Transportation pursuant to Section 239-l, m and n of the General Municipal Law.

Motion: Stephen Wilhelm

Second: Simon Carey

Phil Tolmach, Chairman Aye

Dennis Lowes, Vice Chairman Absent

Charles Sisto Absent

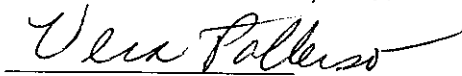
Stephen Wilhelm Aye

Giancarlo Gattucci Aye

Simon Carey Aye

Nisim Sachakov Absent

I certify that the above resolution was adopted by the Town of Kent Planning Board at a meeting of the Board held on October 10, 2019.



Vera Patterson, Clerk  
Town of Kent Planning Board

\*~\*~\*~\*

Involved and Interested Agencies

New York State Department of Environmental Conservation  
Putnam County Department of Planning, Development and Public Transportation  
Putnam County Department of Health  
Putnam County Department of Highways and Facilities  
New York City Department of Environmental Protection  
Town of Kent Building Department  
... Other agencies ...



ARCHITECTURE  
ENGINEERING  
PLANNING  
CPLteam.com

MEMORANDUM

TO: Town of Kent Planning Board  
CC: Bill Walters  
Julie Mangarillo  
Bruce Barber  
FROM: Liz Axelson, AICP *JA*  
DATE: October 8, 2019  
RE: Putnam Nursing & Rehabilitation Center Addition Site Plan, 404 Ludingtonville Road,  
Holmes, Tax Parcels No. 12.-3-40 & 41 / CPL# 14820.00

I reviewed the materials listed at the end of this memorandum; online mapping sources; and the Code of the Town of Kent, Chapter 77, Zoning. Based on my review I offer the following comments for the Board's consideration:

Summary

1. The proposal involves site plan; erosion control; and wetland permit approvals for the renovation of and addition to an existing nursing home and other improvements to be made on an approximately 10.9-acre site developed and partially wooded lot (see tax parcels listed above) in the R-80 (One Family Residence) zoning district.
2. My review is limited to the Zoning and planning comments below. I defer to the Planning Board's Consulting Engineer and Environmental Consultant review for all other aspects of the project.
3. On July 2, 2019, the Town of Kent Town Board adopted a zoning text amendment to allow nursing homes in the R-80 Zoning District.

SEQRA

4. I have no further comments on the Full EAF; and defer to the Planning Board's Environmental Consultant for review of Full EAF section D. and E. pertaining to other aspects of the project.
5. The Planning Board has sufficient information to initiate review under SEQRA.

Zoning & Site Plan

6. At the October 11, 2018 Planning Board meeting, I recommended that that the parcels, which make up the site be merged into a single tax parcel. The Applicant's Architect responded that it is preferred by the Applicant and their Representatives that tax parcel 40 (the nursing home lot), which is federally financed, remain separate. My understanding is that this is because the adjoining tax parcel 41, which is undeveloped and intended for new employee parking, is separately financed; and that the owner would amend its legal description to include cross easements and access right of ways for the two parcels. This proposal, presented in an email from the Applicant's Architect, was discussed with the Planning Board. The submitted deeds and cross access easement are being reviewed by the Planning Board's Attorney.
7. The Applicant's submitted draft declaration of easement describes an easement for use for construction; maintenance; and access, which would address certain aspects of the combined use of 2 lots as a single land development. This approach may sufficiently bind the separately-owned lots together as the site for an approved site plan, which would be enforceable by the Town of Kent. Following Planning Board Attorney review, add clear plan notation referring to: the entity

that would have the authority for control of the entire site and the use thereof; and the legal instrument describing the easement.

8. Revise the zoning tables included on plan sheet T1.0 for each of the 2 lots with the northern lot as the location for the nursing home and nearly all required improvements, as set forth below:
  - a. Revise the zoning table for the northern lot, Parcel I (Tax Parcel No. 12.-3-40) as follows:
    - i. Change the existing and proposed lot width, at the building line, which should be approximately 223 feet (223');
    - ii. Change the proposed lot frontage, which should be 153.33' (same as existing);
    - iii. Review the label of 115.5' side yard (north) for the proposed building expansion on L1.0; and revise the 119.9' setback in the table on sheet T1.0;
    - iv. Review the labels of 92.3' and 93' side yard (north) for the existing and proposed parking area on L1.0; and revise the 117.2' setback in the table on sheet T1.0; and revise the compliance status to Pre-Existing, Non-Conforming;
    - v. The superscript 1 (<sup>1</sup>) next to several items in the zoning table for the northern lot is not needed as zoning compliance is stated in the compliance status column; and so, the superscript 1 should be deleted;
    - vi. The proposed parking setback for the southern side yard should be listed as 0'; and the compliance status column should indicate the need for a variance. *The 0' setback is for the new parking now shown along the southern property line on Parcel I, which parking configuration is better for employee and visitor access; handicapped access; and would be governed the proposed cross access easement.*
  - b. Revise the zoning table for the southern lot, Parcel II (Tax Parcels No. 12.-3-41) as follows:
    - i. Change the compliance status for the minimum highway frontage row to be Pre-Existing, Non-Conforming;
    - ii. Change the compliance status for the row for minimum yards from Compliant to Pre-Existing, Non-Conforming with a superscript 1 (<sup>1</sup>) corresponding to each of the yards. The superscript 1 (<sup>1</sup>) for this row properly corresponds to the footnote about the trash compactor at the bottom of the zoning table for the southern lot; and should remain;
    - iii. Delete the entire row for Dumpster setback;
    - iv. The superscript 1 (<sup>1</sup>) next to the several remaining items in the zoning table for the southern lot is not needed as zoning compliance is stated in the compliance status column; and so, the superscript 1 should be deleted from these items and rows; and
    - v. Relabel the 162.4' and 108.3' parking setbacks as (S) and (W), respectively.
9. Regarding the design standards in zoning section 77-9, address the following:
  - a. Expand and revise the landscaping plan to address the following:
    - i. Label the existing trees on sheet L1.6 to remain.
    - ii. Label existing and proposed lawn or meadow areas.
    - iii. Add a tree planting detail.
    - iv. Add notation for preserving the integrity of the landscaping for the life of the site.
10. Clearly show any existing and proposed signs, labeling their locations, including any freestanding or wall-mounted signs. Address any pertinent general requirements in zoning section 77-35; and requirements for signs in residential districts as per section 77-36. Provide a tabular summary of existing and proposed signs including pertinent sign requirements. Signage will be reviewed in detail later.
11. Revise the lighting plan to comply with zoning section 77-44.3. A. through D. as follows:
  - a. Provide details and illustrations for each type of proposed lighting including manufacturer specifications; and noting base; pole and fixture color and finish. Bronze or black bases and light poles are recommended;





- b. Provide full cut-off type luminaries with movable shields to redirect light to avoid glare to off-site locations;
- c. Wall-mounted fixtures on the fronts or sides of the building must be full cut-off;
- d. Several proposed pole-mounted lights at 27' high exceed the permitted height requirement and must be reduced to no higher than 15'; and
- e. Revise lighting at the site's frontage so that illumination at the property line will not exceed 0.1 foot-candle.

12. Provide information and revise the plans to address the July 10, 2019 Northeast Fire Suppression Associates, LLC comments.

13. Provide a response to the July 9, 2019 letter from Rojas and Conners.

14. Revise the plans to address the required site plan information in section 77-60. F, as follows:

- a. On the survey sheet, label the main building as nursing and rehabilitation center, yet not hospital.
- b. As per zoning sections cited above, show the location, height, size and design of all signs.
- c. Show and label traffic circulation patterns including directional signage.
- d. While a Planning Board signature block is provided, contact the Planning Board Secretary for the typical text and format, which should indicate it is site plan; and probably include the following information:

"Approval is hereby granted this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

Town of Kent Planning Board

Signed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Chairman: \_\_\_\_\_"

#### Recommendation

15. The Planning Board should direct the applicant to address the comments above.

16. Since more detailed plans and other information has been submitted; and the application is now more complete, the Planning Board may consider taking the following actions:

- a. Declare its intent to act as Lead agency in a coordinate SEQRA review; and
- b. Make required referrals, particularly to the Putnam County Planning Department.

If you have any questions please do not hesitate to contact me at 845-454-3411 ext. 21, or e-mail at [eaxelson@CPLteam.com](mailto:eaxelson@CPLteam.com).

#### Materials Reviewed

- Transmittal Memorandum by David Schlosser, AIA, Schopfer Architects, LLP, dated September 6, 2019 with list of drawings;
- Response letter prepared by David A. Schlosser, AIA, Schopfer Architects, LLP, received September 22, 2019;
- Disclosure of Business Interest, signed by David Schlosser, undated;
- Plans prepared by David Schlosser, RA, Schopfer Architects, LLP, entitled Renovations and Additions, Putnam Nursing and Rehabilitation Center, dated August 23, 2019, except as noted below, including the following:
  - o Title Sheet, dated August 28, 2019;
  - o Proposed Landscape Plan and Details; and
  - o Photometrics Plan;
- Topographic Survey of Property Situate in the Town of Kent, Putnam County, New York, prepared by Eric J. Link, LS, Link Land Surveyors, P.C., dated July 11, 2013, revised February 13, 2019;
- Plans prepared by David A. Getz, P.E., Lehman & Getz, PC, entitled Renovations and Additions Putnam Nursing and Rehabilitation Center, dated February 21, 2018, revised August 23, 2019, except as noted below, including the following:
  - o Layout Plan;
  - o Grading and Utility Plan;
  - o Erosion and Sediment Control Plan;
  - o Removals Plan;
  - o Profiles and Details; and
  - o Profiles and Details.

**From:** Dave Schlosser <[DSchlosser@Schopfer.com](mailto:DSchlosser@Schopfer.com)> **Sent:** Sunday, September 22, 2019 11:40 AM **To:** Julie Mangarillo [jmangarillo@rsaengrs.com](mailto:jmangarillo@rsaengrs.com) **Cc:** Planning Kent <[planningkent@townofkentny.gov](mailto:planningkent@townofkentny.gov)>; Bruce Barber <[barberbruce@yahoo.com](mailto:barberbruce@yahoo.com)>; lizer jozefovic ([lizerj@epicmgt.com](mailto:lizerj@epicmgt.com)) <[lizerj@epicmgt.com](mailto:lizerj@epicmgt.com)>; Dan Getz <[Daniel@lehmangetz.com](mailto:Daniel@lehmangetz.com)>; Elizabeth Axelson [EAxelson@CPLteam.com](mailto:EAxelson@CPLteam.com) **Subject:** RE: Putnam nursing

Responses to your attached 5/13/19 Memo are as follows:

### Previous comments

- 5.d.i.1. References to 14 days in the SWPPP, and Erosion Control Notes 5 & 7 on Sheet L1.2, have been revised to clarify or correct them.

### New comments

2. Soil restoration information has been added to the Stabilization Practices section of Appendix D of the SWPPP.
3. The geotechnical report has been added to the SWPPP as Appendix H.
4. Erosion Control Note 11 has been added to Sheet L1.2.
5. ***The cross easement rough draft along with copies of the deeds were emailed on 6/21/19.*** We have not yet received any comment or suggested change. If approved as submitted, please advise.
6. At the August 1, 2019 workshop, the fire access road layout shown on the revised plans was discussed with Nicholas Cecere, the Town of Kent Fire Inspector. Mr. Cecere stated that this layout is acceptable.

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October 8, 2019

Phil Tolmach  
Town of Kent, New York Planning Board  
25 Sybil's Crossing  
Kent, NY 10512  
P: (845) 225-7802  
E: [planningkent@townofkentny.gov](mailto:planningkent@townofkentny.gov)

**Re: Route 52 Development Site (Tax Parcel No. 12.-1-52, Kent, New York)  
Acoustical Consulting Services Proposal – Noise Study Review**

Dear Mr. Tolmach:

AKRF, Inc. ("AKRF" or the "Consultant") is pleased to present this acoustical consulting services proposal to the Town of Kent (the "Client") in connection with the Client's review of the noise study for the proposed Route 52 Development Site project ("Kent Country Square" or "the Project") located at Tax Parcel No. 12.-1-52. AKRF would review the proposed scope of the project's noise study as well as reviewing the proposed noise survey locations and, where appropriate, make suggestions to ensure that the study is consistent with applicable guidance and addresses concerns from Town officials, staff, and residents. In addition, AKRF will be available to attend Planning Board or other Town meetings on an as-requested basis.

**SCOPE OF WORK**

***TASK 1 – REVIEW PROPOSED NOISE STUDY SCOPE AND NOISE SURVEY LOCATIONS***

AKRF will review the scope of the noise study proposed by the applicant for the Project's Environmental Impact Statement (EIS). AKRF will also review the locations of proposed noise survey locations. AKRF will evaluate whether the proposed scope is consistent with applicable guidance for consideration of potential noise impacts, including the New York State Department of Environmental Conservation (NYSDEC) policy and guidance document, *Assessing and Mitigating Noise Impacts* (DEP-00-1, February 2, 2001), as well as the Town of Kent's local noise ordinance. AKRF will also evaluate whether the proposed noise survey locations are sufficient to provide existing condition noise data as the basis for the expected noise study, including providing adequate geographic coverage of the study area. As appropriate, AKRF will comment on the proposed procedures for noise measurements and analysis and propose any necessary changes in a written report.

***TASK 2 – REVIEW NOISE STUDY AND RESULTS***

AKRF will review the Draft EIS noise study along with technical back-up provided to AKRF and evaluate the conclusions of the study according to the applicable guidance described above. AKRF will comment

on the sufficiency of proposed noise mitigation measures and, as appropriate, suggest any additional or alternative noise mitigation measures. AKRF's comments on the noise study will be described in a written report.

### ***TASK 3 – REVIEW NOISE SECTION OF ENVIRONMENTAL IMPACT STATEMENT***

AKRF will review the noise section of the project's Environmental Impact Statement (EIS) for completeness as well as content and provide written comments. AKRF will be available subsequently to participate in calls or meetings with the Town and/or Applicant as necessary to discuss comments on the EIS.

### ***OPTIONAL TASK 4 – ATTENDANCE AT TOWN PLANNING BOARD MEETINGS***

AKRF will be available on an as-requested basis to attend Town Planning Board meetings at which the applicant's noise study would be discussed.

### **FEE SCHEDULE**

All services will be provided pursuant to our Standard Terms & Conditions, **Appendix A**. The cost for the acoustical consulting work specified above is outlined below in **Table 1**. Any revisions as a result of changes to the proposed project or any requested work not included in the scope of work listed above would be billed at our standard hourly rates as shown in **Appendix B** or at an agreed upon fixed fee.

**Table 1**  
**Cost for Acoustical Consulting Services**

<b>Service</b>	<b>Assumptions/Notes</b>	<b>Cost Estimate<sup>1</sup></b>
<u><b>Task 1</b></u> Review Proposed Noise Survey and Study Scope	<ul style="list-style-type: none"> <li>Review proposed noise survey locations and procedures</li> <li>Review proposed noise analysis scope</li> <li>One (1) written report summarizing AKRF's comments</li> </ul>	\$1,600
<u><b>Task 2</b></u> Review Noise Study and Results	<ul style="list-style-type: none"> <li>Review applicant's noise study and technical back-up as provided to AKRF</li> <li>One (1) written report summarizing AKRF's comments</li> <li>One (1) conference call to discuss the report</li> </ul>	\$11,500
<u><b>Task 3</b></u> Review EIS Noise Section	<ul style="list-style-type: none"> <li>Review for completeness</li> <li>Review for content</li> <li>Provision of comments, as requested</li> <li>Participation in phone calls/meetings, as requested</li> </ul>	Billed on a Time and Materials Basis per <b>Appendix B</b>
<b>OPTIONAL ACOUSTICAL CONSULTING SERVICES</b>		
<u><b>Task 4</b></u> Attendance at Town Planning Board Meetings	Cost is for attendance of one (1) senior member of AKRF's Acoustics, Noise, and Vibration staff per meeting	\$1,800 per meeting
<b>Notes:</b> <sup>1</sup> All tasks would be billed according to the rates shown in <b>Appendix B</b> , with the billing for each task not to exceed the estimate without prior Client authorization.		

The payment schedule for the acoustical services outlined above will be billed monthly based on percentage complete. Hourly work billing tasks would be billed monthly as costs are incurred.

If this proposal is acceptable, please sign in the appropriate signature space below and return one executed copy to our office as authorization to proceed. If you have any questions, please do not hesitate to contact me at [dabatemarco@akrf.com](mailto:dabatemarco@akrf.com) or 646-388-9708

Sincerely,



Daniel Abatemarco  
Vice President - Acoustics, Noise, and Vibration

cc: Liz Axelson / CPL

**ACKNOWLEDGED AND ACCEPTED:**

Signature: _____	Title: _____
For: _____	Date: _____

## APPENDIX A STANDARD TERMS AND CONDITIONS

### 1. Services.

- a. Subject to the terms and conditions hereof, the Client hereby engages the Consultant to perform the Services, furnishing the agreed-upon reports, drawings and/or other work product described in the attached Scope of Work and the Consultant hereby agrees to provide the same. The rendering of Services hereunder is premised on the Consultant receiving full and timely access to the Site and Client's personnel as well as receipt of all information from the Client and its agents relating to the Project as reasonably requested by the Consultant from time to time.
- b. The Services are limited to those tasks specified in the Scope of Work. If the Client directs the Consultant to perform, or instructs the Consultant to undertake, work or provide Deliverables that are beyond those specified in the annexed Scope of Work and/or Services described in the Scope of Work (collectively, "Additional Work"), the Consultant may in its discretion agree to undertake to perform the same, but the Client shall pay compensation for such Additional Work separate from and in addition to the compensation provided for Services herein. In the absence of written agreement to the contrary, all Additional Work provided by the Consultant from time to time relating to the Project shall be provided for compensation on a time and material basis at the Consultant's then current standard hourly rates in effect from time to time, but otherwise upon and subject to the terms and conditions of this Agreement.
- c. The Consultant shall determine the continued adequacy of this Agreement in light of occurrences or discoveries that were not originally contemplated by or known to the Consultant. Should the Consultant call for contract renegotiation, the Consultant shall identify the changed conditions necessitating renegotiation, and the Consultant and the Client shall promptly and in good faith enter into renegotiation of this Agreement. If terms cannot be agreed to, then either party has the absolute right to terminate this Agreement by delivery of ten (10) days prior written notice.
- d. Notwithstanding any other provision of this Agreement or any other agreement entered into by Consultant with respect to the Project, Consultant shall not have control or charge of, and shall not be responsible for, construction means, methods, techniques, sequences or procedures, for safety precautions and programs in connection with work or activities at the project site, for the acts or omissions of any contractor, subcontractors or any other persons performing any work or undertaking any activities at the project site, or for the failure of any of them to carry out any work or perform their activities in accordance with their contractual obligations, including, but not limited to, the requirements of any drawings, specifications or other documents prepared by Consultant.

### 2. Compensation, Invoicing and Payment.

- a. The Client shall reimburse the Consultant for the expenses incurred of the type, and in the manner, described in the Scope of Work. Invoices shall be submitted by the Consultant monthly, are due upon presentation and shall be paid in full within 30 calendar days after the applicable invoice date. If payment is not received in full on or before the applicable due date then the Consultant shall have the right to charge interest on any unpaid amount from the due date in an amount equal to the lesser of 1-1/2% per month or the maximum amount permitted by applicable law, calculated on a daily basis. Payments will be credited first to interest and then to principal. Consultant shall be entitled to recover any and all costs incurred, including reasonable attorneys' fees ("Collection Costs") in connection with its efforts to collect past due sums. The minimum amount of such Collection Costs is agreed to be the lesser of (1) ten percent (10%) of the past due amount, or (2) the maximum amount allowed by law.
- b. The Client shall pay all taxes, fees, assessments and charges applicable to the Services and any Additional Work and any other pass-through charges (other than taxes imposed upon the net income of the Consultant) including, without limitation, all sales, use, gross receipts, excise, transaction, consumption, Valued Added ("VAT"), Goods and Services ("GST"), utility, message, personal property, intangible tax and any other federal, state and local taxes, fees and charges applicable to the Services and Additional Work provided hereunder, including interest and other charges thereon chargeable by the taxing authorities.

### 3. Performance Standards.

- a. The Consultant shall use reasonable commercial efforts to render the Services, any Additional Work and all other obligations under this Agreement in accordance with (i) the standard of care and skill ordinarily used by reputable members of the same profession practicing under similar circumstances at the same time and in the same locale and (ii) all applicable codes, regulations, ordinances, and laws in effect as of the date of the execution of this Agreement (collectively, "Laws"). Neither the Consultant's entering into this Agreement nor any performance hereunder by the Consultant, or any affiliate or subcontractor thereof, or any of their respective officers, directors, owners or employees or agents shall create any fiduciary obligation owed to the Client or any other person or entity. Client or any other person or entity and any such obligation is hereby fully and expressly disclaimed.
- b. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE CONSULTANT IS MAKING NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING THOSE OF MERCHANTABILITY, ACCURACY OR FITNESS FOR A PARTICULAR PURPOSE, REGARDING THE SERVICES, ADDITIONAL WORK OR ANY DELIVERABLES.
- c. The Consultant shall not be responsible for the acts or omissions of any subcontractor, supplier or other personnel based on interpretations or clarifications of the Project or the Services or Additional Work to be rendered hereunder by the Client without confirmation thereof by the Consultant.
- d. In the event of an emergency affecting the health or safety of persons or property, the Consultant may act, in its reasonable discretion, to prevent threatened damage, injury or loss to person or property notwithstanding that it may be outside the scope of the Services or Additional Work or not approved in advance by the Client.

### 4. Indemnification.

- a. The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold the Client, its subsidiaries and affiliates and their respective officers, directors, employees, owners, subcontractors and agents (collectively, the "Client Parties") harmless from any damage, liability, or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the Consultant's negligence. The indemnification obligation created by this Paragraph is subject in every respect to the limitation of liability provisions in Paragraph 5 of this Agreement.
- b. The Client agrees, to the fullest extent permitted by law, to indemnify and hold the Consultant, its subsidiaries and affiliates and their respective officers, directors, employees, owners, subcontractors and agents (collectively, the "Consultant Parties") harmless from any damage, liability, or cost (including reasonable attorneys' fees and costs of defense) to the extent: caused by the Client's negligence, or arising from or attributable to the failure of the Client to timely and/or properly implement or adhere to recommendations, designs, specifications, work plans or other items specifying or outlining the construction and/or implementation of future work beyond the Scope of Work, Services or Additional Work provided by Consultant in Deliverables.
- c. As a condition precedent to claiming any indemnification hereunder, the applicable indemnified party (i) shall promptly provide the applicable indemnifying party with written notice of any claim sufficiently promptly and in sufficient detail to avoid prejudicing the defense of such claim; (ii) shall not settle or compromise any such claim without the indemnifying party's written consent, which shall not be unreasonably withheld or delayed; and (iii) shall promptly provide reasonable cooperation relating to defending such claim. The indemnified party may, at its own expense, assist in the defense if it so chooses, but shall not be permitted to control such defense or any negotiations relating to the settlement of any such claim so long as the party responsible for indemnification hereunder is actively defending such claim. Notwithstanding clause (ii) above, if the party responsible for indemnification hereunder refuses or fails to timely defend the claim or abandons such defense, the indemnified party (parties) may settle such claim without the prior consent of the indemnifying party and the indemnifying party shall remain fully liable to indemnify the indemnified party (parties) to the extent that the indemnified party (parties) are otherwise entitled to indemnification for such claim under this Section 4.

- d. No party shall be liable for any claim or cause of action seeking indemnification of any kind under this Section 4, regardless of the type or nature of the damage, liability, claim or cause of action for which indemnification is sought (the "Underlying Claim"), if such indemnification action or claim is brought or asserted more than three years after the Underlying Claim accrued.
- e. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THIS AGREEMENT OR IN ANY DOCUMENT SIGNED BETWEEN THE PARTIES REGARDING THE SUBJECT MATTER OF THIS AGREEMENT, EITHER PRIOR OR SUBSEQUENT TO THIS AGREEMENT, OR PROVIDED UNDER APPLICABLE LAW, NEITHER PARTY, OR ANY OFFICER, DIRECTOR, OWNER, EMPLOYEE, SHAREHOLDER OR AGENT THEREOF, SHALL BE LIABLE TO THE OTHER, EITHER IN CONTRACT OR IN TORT, FOR ANY LOSS OR INACCURACY OF DATA OR MATERIAL OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION ANY DELAY DAMAGES, LOSS OF FUTURE REVENUE, INCOME OR PROFITS, OR ANY DIMINUTION OF VALUE, FINANCING COSTS, OR COST OF LOST OPPORTUNITIES, RELATING TO THIS AGREEMENT, EVEN IF THE SAME HAS BEEN SPECIFICALLY ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES, EXCEPT TO THE EXTENT THAT ANY SUCH DAMAGES ARE PAYABLE BY ONE OF THE PARTIES HERETO TO A THIRD PARTY AND THE CLAIM IS ONE FOR WHICH THE PARTY REQUIRED (WHETHER BY JUDGMENT, SETTLEMENT OR OTHERWISE) TO PAY SUCH DAMAGES IS ENTITLED TO INDEMNIFICATION UNDER THIS SECTION 4.

**5. Limitation of Liability.**

In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant Parties hereunder to the Client Parties and to all construction contractors, subcontractors on the Project and others under the Client's control for any and all claims, suits, demands, judgments, payments, losses, costs, damages of any nature whatsoever, or expenses from any cause or causes, regardless of the nature or type of action, so that the total aggregate liability of the Consultant Parties shall be limited to and in no event exceed the compensation actually paid to Consultant for services rendered on this Project under this Agreement, or \$100,000, whichever is greater.

**6. Suspension of Services or Additional Work.**

If the Project is suspended for more than 30 calendar days in the aggregate (whether consecutive or non-consecutive), the Consultant shall be compensated for all Services and any Additional Work performed and charges incurred prior to receipt of notice to suspend and, if and when the Consultant resumes providing Services and/or Additional Work, a mutually agreed upon equitable adjustment in fees payable to the Consultant shall be made to accommodate the resulting demobilization and remobilization costs. In addition, there shall be a mutually agreed upon equitable adjustment in any applicable performance schedule relating to the Project based on the delay caused by the suspension.

**7. Term.**

Unless terminated earlier in accordance with Section 8 hereof, this Agreement shall have a term commencing on the date of this Agreement and ending, unless terminated earlier as provided herein, when the Services and any Additional Work relating to the Project are completed or as otherwise set forth in the Scope of Work.

**8. Termination.**

- a. Either party may terminate this Agreement by delivery of written notice to the other (i) if the other party commits a material breach of this Agreement and fails to remedy such breach within 30 days after receipt of written notice specifying the alleged breach in reasonable detail, (ii) if either party makes an assignment for the benefit of its creditors, or the filing by or against it of a voluntary or involuntary petition under any bankruptcy or insolvency law, under the reorganization or arrangement provisions of the United States Bankruptcy Code, or under the provisions of any law of like import, or the appointment of a trustee or receiver for such party or its property, or (iii) as provided by Section 1(c) hereof.
- b. If full payment is not received by the Consultant by the applicable due date, then the Consultant may, at its sole discretion and without liability to any Consultant Parties, terminate this Agreement or suspend any Services or Additional Work to be performed hereunder upon 10 days prior written notice. If the Project is



suspended for any reason for more than 60 calendar days in the aggregate (whether consecutive or non-consecutive), the Consultant may, at its discretion and without liability, terminate this Agreement.

- c. The termination of this Agreement by either party hereto shall not affect, restrict, diminish or remove any rights, obligations or remedies possessed by either party arising under the terms of this Agreement up to and through the effective date of termination hereof. In addition, the following provisions shall survive termination of this Agreement: Sections 4, 5 and 10 through 20, inclusive. The remedies available to each party hereunder are cumulative and termination of this Agreement shall be in addition to and not in lieu of any equitable remedies available.
- d. Upon termination the Consultant shall be paid in full in accordance with the terms of this Agreement for all Services and Additional Work rendered and reimbursable expenses incurred through the date of termination, including reasonable termination costs.

#### **9. Force Majeure.**

Except as provided in Section 6 or 7 hereof, neither party shall be liable for damages for any delay or failure to perform its obligations hereunder, if such delay or failure is due to reasons beyond the control of the concerned party or without its fault or negligence, including without limitation, strikes, riots, wars, terrorism, fires, epidemics, quarantine restrictions, unusually severe weather, earthquakes, explosions, acts of God or state or any public enemy or acts mandated by applicable laws, regulation or order, whether valid or invalid, of any governmental body.

#### **10. Non-Solicitation.**

Each party agrees that during the term of this Agreement and for one year thereafter it will not solicit, or attempt to solicit, for hire or engagement, directly or indirectly any of the other party's employees or other personnel who have been involved in the provision of Services or Additional Work under this Agreement or otherwise involved in the transactions contemplated hereby.

#### **11. Assignment.**

Neither party shall assign its rights, duties or obligations under this Agreement to any person or entity, in whole or in part, without the prior written consent of the other party hereto; provided, however, that either party may assign this Agreement in the event of a merger or consolidation or the sale of all or substantially all of its applicable line of business and Consultant may delegate any of its duties and obligations hereunder if it remains responsible for the performance thereof.

#### **12. Independent Contractor.**

Notwithstanding any other provision of this Agreement, Consultant's status shall be that of an independent contractor and not that of a servant, agent, or employee of the Client. Neither party shall hold itself out as, nor claim to be, acting in the capacity of an officer, servant, agent, or employee of the other or that it is authorized to contractually bind the other in any way. The Consultant shall be free to choose the manner in which it performs the Services and Additional Work and furnishes the Deliverables and may delegate and use subcontractors, consultants and suppliers of its choice in satisfying any of its duties and obligations hereunder, provided that the Consultant shall be responsible for any breach of this Agreement by the same.

#### **13. Governing Law; Consent to Jurisdiction.**

The rights and obligations of the parties hereunder shall be governed by the laws of the State of New York, without regard to principles of conflicts of laws. Each of the parties hereby (a) irrevocably agrees that any legal or equitable action or proceeding arising under or in connection with this Agreement shall be brought exclusively in the courts of the State of New York in the County of New York and the United States District Court for the Southern District of New York, except that the foregoing venue shall be non-exclusive with respect to any application for injunctive relief pursuant to Section 18 hereof, (b) accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of the aforesaid courts and appellate courts thereof, (c) waives personal service of any summons, complaint or other process, and agrees that the service thereof may be made either (i) in the manner for giving of notices provided for in this Agreement or (ii) in any other manner permitted by law. The parties agree that this Agreement was negotiated and shall not be construed against the party which initially drafted the same.

**14. Severability.**

If any term or provision of this Agreement shall to any extent be determined to be illegal, invalid or unenforceable under law, regulations or ordinances of any federal, state or local governments to which this agreement is subject, such term or provision shall be deemed severed from this Agreement and the remaining terms and provisions shall remain unaffected thereby.

**15. Third Party Claims.**

Nothing in this Agreement shall create or shall give to third parties any claim or right of action against the Consultant, its officers, directors, owners, employees and agents.

**16. Notices.**

All notices required or permitted by this Agreement shall be in writing and shall be delivered personally, by certified or registered mail, return receipt requested, or nationally recognized overnight courier service to the respective addresses set forth above. Either party may, by notice given in the same manner set forth above, designate a different address or addresses to which subsequent notices shall be sent. Notice shall be deemed given upon receipt.

**17. Amendment; Waiver.**

- a. This Agreement may only be modified or amended by a writing that is signed by both authorized parties.
- b. Any right of any party hereunder may only be waived by a writing that is signed by the authorized party granting the waiver. No course of dealing or trade usage or custom and no course of performance shall be deemed a waiver of any right.
- c. The failure by either party to insist upon strict performance of any of the provisions of this Agreement will in no way constitute a waiver of its rights as set forth in this Agreement, at law or in equity, or a waiver of any other provisions or subsequent default by the other party in the performance or compliance with any of the terms and conditions set forth in this Agreement.

**18. Injunctive Relief.**

The parties agree that the violation or threatened violation by either party of any of the provisions of Section 10 of this Agreement shall cause immediate and irreparable harm to the other party. In the event of any breach or threatened breach of any of said provisions, each party consents to the entry of preliminary and permanent injunctions by a court of competent jurisdiction prohibiting such party from any violation or threatened violation of such provisions and compelling such party to comply with such provisions, without the requirement of posting any bond. This Section shall not affect nor limit, and any injunctive relief granted pursuant to this Section shall be in addition to, any other remedies available to the other party at law or in equity for any such violation or threatened violation by either party.

**19. Entire Agreement.**

This Agreement, including any Scope of Work, and any written agreements relating to Additional Work represents the entire Agreement between the parties concerning the subject matter hereof. This Agreement supersedes any other written or oral proposal, representation, communication, letter of intent or other agreement by or on behalf of the parties hereto relating to the subject matter hereof.

**20. Counterparts.**

This Agreement may be executed by facsimile and in one or more counterparts, each of which shall be deemed an original.

## APPENDIX B

AKRF Hourly Rate Schedule	
Employee Category	Hourly Rate
Senior Officer	\$220
Officer	\$215
Senior Technical Director	\$210
Technical Director	\$195
Senior Professional	\$175
Professional II	\$140
Professional I	\$130
Technical II	\$120
Technical I	\$95
Notes: Out of pocket expenses will be billed at 1.10 times actual cost. These rates are effective through December 31, 2019	



# Memorandum

To: Planning Board  
Town of Kent

Attn: Philip Tolmach  
Chairman

From: Julie S. Mangarillo, P.E., CPESC

Subject: Amended Site Plan, Erosion Control  
Permit, Wetland Permit

Date: October 9, 2019

Project: Putnam Nursing & Rehabilitation  
Center Renovations & Addition  
TM # 12.-3-40 & 41

The following materials were reviewed:

- Response to comments, email dated September 22, 2019
- Full Environmental Assessment Form (EAF), signed August 21, 2018, revised 9/20/2019
- Stormwater Pollution Prevention Plan (SWPPP) prepared by Lehman & Getz, P.C. Consulting Engineers, dated 2/21/2018, revised 8/23/2019, including Notice of Intent (NOI)
- Letter from NYC DEP dated September 26, 2019
- Draft easement submitted via email 6/21/2019
- Drawing set prepared by Schopfer Architects LLP, including:
- Drawing-T1.0-Cover Sheet -Renovations and Additions-Putnam Nursing and Rehabilitation Center, prepared by Schopfer Architects, LLP, revised 8/28/2019 & 9/23/2019 via email
- Drawing-L1.0-Layout Plan -Renovations and Additions-Putnam Nursing and Rehabilitation Center, prepared by Lehman & Getz, P.C., last revised 8/23/2019,
- Drawing-L1.1-Grading and Utility Plan- Renovations and Additions-Putnam Nursing and Rehabilitation Center, prepared by Lehman & Getz, P.C., last revised 8/23/2019,
- Drawing-L1.2-Erosion and Sediment Control Plan- Renovations and Additions-Putnam Nursing and Rehabilitation Center, prepared by Lehman & Getz, P.C., revised 8/23/2019 and 9/23/2019 via email
- Drawing-L1.3-Removals Plan- Renovations and Additions-Putnam Nursing and Rehabilitation Center, prepared by Lehman & Getz, P.C., last revised 2/19/2019,
- Drawing-L1.4-Profiles & Details, Sheet 1- Renovations and Additions-Putnam Nursing and Rehabilitation Center, prepared by Lehman & Getz, P.C., last revised 2/19/2019,
- Drawing-L1.5-Profiles & Details, Sheet 2 -Renovations and Additions-Putnam Nursing and Rehabilitation Center, prepared by Lehman & Getz, P.C., last revised 2/19/2019,
- Drawing-SA1.0-DEP Analysis of Exist. & New Impermeable Surface Area -Renovations and Additions-Putnam Nursing and Rehabilitation Center, prepared by Lehman & Getz, P.C., LLP, last revised 9/5/2019

New or supplementary comments are shown in **bold**.

The project proposes construction of an addition to the Putnam Nursing and Rehabilitation Center. Proposed site work includes construction of a new parking lot and stormwater management facilities. Project will not increase the number of beds.

Since the last submittal, there has been additional, extensive improvement for the access that reaches the rear of the property, both for emergency vehicles and maintenance vehicles to the treatment plant based upon input from the Fire Inspector and Fire Department.

The subject Erosion and Sediment Control Plan is not approved. The following comments are provided for the Planning Board's consideration from a memo dated October 5, 2018:

1. Refer to Combined Application Form –
  - c. Provide a copy of the deed(s)
    - i. **The 2/28/2019 response letter indicates deed “to be provided by Owner under separate cover.” Deeds have not been received at this time.**
    - ii. **10/9/2019 – Deeds have not been received.**
2. The proposed project is within the NYCDEP East of Hudson watershed and will disturb more than 5,000 SF of land. A Town of Kent Erosion & Sediment Control Permit is required as well as coverage under NYSDEC SPDES General Permit for Stormwater Discharges from Construction Activity, GP-0-15-002.
5. Provide an erosion and sediment control only SWPPP in accordance with GP-0-15-002. Provide required information from Part III.B including:
  - d. Please note – With issuance of new NYSDEC General Permit GP-0-15-002, per Part I.B.1.b ‘Soil Stabilization’ “In areas where soil disturbance activity has temporarily or permanently ceased...” and “...is located in one of the watersheds listed in Appendix C [Entire New York City Watershed located east of the Hudson River] the *application of soil stabilization measures must be initiated by the end of the next business day and completed within seven (7) days* from the date the current soil disturbance activity ceased...” (emphasis added).
  - i. Revise wording regarding time frames on Drawing L1.2 “Erosion Control Notes” #5 and 7. Also in the SWPPP Narrative (Appendix D), under Stabilization Practices.
    1. 5/13/2019 Notes #5 & 7 still need to be revised on L1.2. The SWPPP Narrative, Appendix D, under Stabilization Practices still has a reference to 14 days.
    2. **10/9/2019 – Note #5 on L1.2 and SWPPP Appendix D still have references to “14 days.”**
10. An erosion control bond estimate of \$13,030 was included with the submittal. A separate bond estimate for long term stormwater management facilities will have to be provided. In addition, agreements and easements for the stormwater management facilities with the Town will have to be prepared by the Planning Board Attorney. At this time, we

recommend waiting to approve the bond amount until further in the review and approval process.

**a. 5/13/2019 Acknowledged. Stormwater management facility bond estimate has not been received at this time.**

11. The applicant is responsible for full payment of actual costs of erosion control inspections. An initial inspection fee deposit of \$1000 is to be paid to the Town in accordance with the Town of Kent Fee Schedule.

**a. Acknowledged.**

12. We defer to the Planning Board's environmental consultant regarding wetland issues.
13. We defer to the Planning Board's planning consultant regarding planning and zoning issues.

The following comments are provided for the Planning Board's consideration from a memo dated May 13, 2019:

1. Submit signed Notice of Intent prior to final approval.
5. Proposed cross easement will have to reviewed and approved by the Planning Board's attorney.

**a. 10/9/2019 – The Planning Board attorney is reviewing the draft easement.**

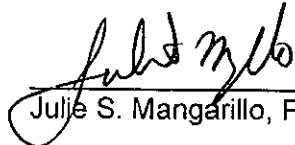
6. The revised drawings are to be submitted to the Fire Department for review and comment. The Fire Department may request input from the Planning Board's Fire Code consultant.

**a. 10/9/2019 – Nicholas Cecere, Town of Kent Fire Inspector has signed off on the re-design via email on 8/2/2019.**

**New Comments:**

1. Provide elevations for top and bottom of the proposed retaining wall. Provide structural calculations for retaining walls greater than 4 feet.
2. Include reference to the newly issued DEP letter, dated September 26, 2019 in the SWPPP.
3. Underground pipe storage is now proposed as part of the stormwater management. Provide additional information in the SWPPP, such as in Sections "1. Project Description" and descriptions of areas in "2. Study Area." Section "5. Peak Flow Reduction" has reference to detention basin instead of underground pipe storage.
4. SWPPP Section 7 "Pipe Calculations" – The values in the table for pipe "Ex HW #17 to EX. HW #18" which is the pipe beneath the driveway entrance to the facility, is listed with an upstream invert of 671.3, slope of 1.75% and diameter of 12". Drawing L1.1 has a proposed upstream invert of 670.9, slope of 0.69% and diameter of 15". The table shows the pipe flowing at capacity during 100 year storm event. The table and the drawing should be re-visit to ensure they are consistent.

5. Provide a pre-construction and post-construction peak flow analysis at the discharge of the EX HW #18 (at Ludingtonville Road) to ensure there is not an increased discharge at Ludingtonville Road. Proposed CB 16 may be diverting more upland runoff to the discharge point compared to existing conditions.
6. Provide written response with future submittals stating how the comments have been addressed.

  
\_\_\_\_\_  
Julie S. Mangarillo, P.E., CPESC

cc: Planning Board via email  
Bill Walters via email  
15-261-220

Bruce Barber via email  
Liz Axelson via email

# RE: Putnam Nursing and Rehab Center Review memorandum

jmangarillo@rsaengrs.com

Wed 10/9/2019 9:02 PM

To: eaxelson@cplteam.com <eaxelson@cplteam.com>; 'Dave Schlosser' <DSchlosser@Schopfer.com>  
Cc: Planning Kent <planningkent@townofkentny.gov>; barberbruce@yahoo.com <barberbruce@yahoo.com>; 'lizer jozefovic' <lizerj@epicmgt.com>; 'Dan Getz' <Daniel@lehmangetz.com>

1 attachments (129 KB)

2019-10-09 Putnam Nursing Home TM 12.-3-40 and 41.pdf;

Please see attached review memo.

Thank you,  
Julie

Julie S. Mangarillo, P.E., CPESC  
Rohde, Soyka & Andrews Consulting Engineers, P.C.  
40 Garden Street, Poughkeepsie, NY 12601  
845-452-7515 (phone)  
845-452-8335 (fax)

**From:** Elizabeth Axelson <EAxelson@CPLteam.com>  
**Sent:** Tuesday, October 8, 2019 3:46 PM  
**To:** Dave Schlosser <DSchlosser@Schopfer.com>; Julie Mangarillo <jmangarillo@rsaengrs.com>  
**Cc:** Planning Kent <planningkent@townofkentny.gov>; Bruce Barber <barberbruce@yahoo.com>; lizer jozefovic (lizerj@epicmgt.com) <lizerj@epicmgt.com>; Dan Getz <Daniel@lehmangetz.com>  
**Subject:** Putnam Nursing and Rehab Center Review memorandum

Hello Everyone – Attached please find my Putnam Nursing and Rehab Center Review memorandum as a pdf and in Word.

Take care,  
Liz



**Elizabeth (Liz) T. Axelson, AICP**

Office: 845.454.3411 x21

ARCHITECTURE. ENGINEERING. PLANNING.

**CPLteam.com**

**From:** Dave Schlosser <DSchlosser@Schopfer.com>  
**Sent:** Monday, October 7, 2019 4:45 PM  
**To:** Elizabeth Axelson <EAxelson@CPLteam.com>; Julie Mangarillo <jmangarillo@rsaengrs.com>  
**Cc:** Planning Kent <planningkent@townofkentny.gov>; Bruce Barber <barberbruce@yahoo.com>; lizer jozefovic (lizerj@epicmgt.com) <lizerj@epicmgt.com>; Dan Getz <Daniel@lehmangetz.com>  
**Subject:** RE: NEVER MIND RE: Putnam nursing - Liz found cross easement rough draft along with copies of the deeds

thanks



David A. Schlosser  
 Schopfer Architects  
 1111 James St  
 Syracuse, NY 13203  
 315-474-6501 (W)  
 315-439-8805 (C)  
[dschlosser@schopfer.com](mailto:dschlosser@schopfer.com)

**From:** Elizabeth Axelson <[EAxelson@CPLteam.com](mailto:EAxelson@CPLteam.com)>  
**Sent:** Monday, October 07, 2019 4:44 PM  
**To:** Dave Schlosser <[DSchlosser@Schopfer.com](mailto:DSchlosser@Schopfer.com)>; Julie Mangarillo <[jmangarillo@rsaengrs.com](mailto:jmangarillo@rsaengrs.com)>  
**Cc:** Planning Kent <[planningkent@townofkentny.gov](mailto:planningkent@townofkentny.gov)>; Bruce Barber <[barberbruce@yahoo.com](mailto:barberbruce@yahoo.com)>; lizer jozefovic ([lizerj@epicmgt.com](mailto:lizerj@epicmgt.com)) <[lizerj@epicmgt.com](mailto:lizerj@epicmgt.com)>; Dan Getz <[Daniel@lehmangetz.com](mailto:Daniel@lehmangetz.com)>  
**Subject:** NEVER MIND RE: Putnam nursing - Liz found cross easement rough draft along with copies of the deeds  
**Importance:** High

Hi – Never mind my request below as I found the email with the attached items. Please pardon my request.



**Elizabeth (Liz) T. Axelson, AICP**  
 Office: 845.454.3411 x21  
 ARCHITECTURE. ENGINEERING. PLANNING.  
[CPLteam.com](http://CPLteam.com)

**From:** Elizabeth Axelson **Sent:** Monday, October 7, 2019 4:29 PM **To:** Dave Schlosser <[DSchlosser@Schopfer.com](mailto:DSchlosser@Schopfer.com)>; Julie Mangarillo <[jmangarillo@rsaengrs.com](mailto:jmangarillo@rsaengrs.com)> **Cc:** Planning Kent <[planningkent@townofkentny.gov](mailto:planningkent@townofkentny.gov)>; Bruce Barber <[barberbruce@yahoo.com](mailto:barberbruce@yahoo.com)>; lizer jozefovic ([lizerj@epicmgt.com](mailto:lizerj@epicmgt.com)) <[lizerj@epicmgt.com](mailto:lizerj@epicmgt.com)>; Dan Getz <[Daniel@lehmangetz.com](mailto:Daniel@lehmangetz.com)> **Subject:** RE: Putnam nursing

Hello Dave and Everyone – The response to my 5/14/19 comments and Julie's 5/13/19 comments refer to "cross easement rough draft along with copies of the deeds were emailed on 6/21/19". See bolded, italicized item 5., below. I looked through all my files for this project; and I did not receive this item. Please email forward the "cross easement rough draft along with copies of the deeds were emailed on 6/21/19" to Vera for the Planning Board; Bruce Barber and me, as soon as possible, as it is not clear that we received this item.

Thank you!

Take care,  
 Liz



**Elizabeth (Liz) T. Axelson, AICP**  
 Office: 845.454.3411 x21  
 ARCHITECTURE. ENGINEERING. PLANNING.  
[CPLteam.com](http://CPLteam.com)



# Memorandum

To: Planning Board  
Town of Kent

Attn: Philip Tolmach  
Chairman

From: Julie S. Mangarillo, P.E., CPESC

Subject: Amended Site Plan, Erosion Control  
Permit, Wetland Permit

Date: October 9, 2019

Project: Putnam Nursing & Rehabilitation  
Center Renovations & Addition  
TM # 12.-3-40 & 41

The following materials were reviewed:

- Response to comments, email dated September 22, 2019
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The project proposes construction of an addition to the Putnam Nursing and Rehabilitation Center. Proposed site work includes construction of a new parking lot and stormwater management facilities. Project will not increase the number of beds.

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The subject Erosion and Sediment Control Plan is not approved. The following comments are provided for the Planning Board's consideration from a memo dated October 5, 2018:

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5. Provide an erosion and sediment control only SWPPP in accordance with GP-0-15-002. Provide required information from Part III.B including:
  - d. Please note – With issuance of new NYSDEC General Permit GP-0-15-002, per Part I.B.1.b 'Soil Stabilization' "In areas where soil disturbance activity has temporarily or permanently ceased..." and "...is located in one of the watersheds listed in Appendix C [Entire New York City Watershed located east of the Hudson River] the *application of soil stabilization measures must be initiated by the end of the next business day and completed within seven (7) days* from the date the current soil disturbance activity ceased..." (emphasis added).
    - i. Revise wording regarding time frames on Drawing L1.2 "Erosion Control Notes" #5 and 7. Also in the SWPPP Narrative (Appendix D), under Stabilization Practices.
      1. 5/13/2019 Notes #5 & 7 still need to be revised on L1.2. The SWPPP Narrative, Appendix D, under Stabilization Practices still has a reference to 14 days.
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recommend waiting to approve the bond amount until further in the review and approval process.

**a. 5/13/2019 Acknowledged. Stormwater management facility bond estimate has not been received at this time.**

11. The applicant is responsible for full payment of actual costs of erosion control inspections. An initial inspection fee deposit of \$1000 is to be paid to the Town in accordance with the Town of Kent Fee Schedule.

**a. Acknowledged.**

12. We defer to the Planning Board's environmental consultant regarding wetland issues.
13. We defer to the Planning Board's planning consultant regarding planning and zoning issues.

The following comments are provided for the Planning Board's consideration from a memo dated May 13, 2019:

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**a. 10/9/2019 – The Planning Board attorney is reviewing the draft easement.**

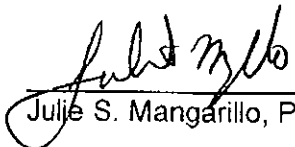
6. The revised drawings are to be submitted to the Fire Department for review and comment. The Fire Department may request input from the Planning Board's Fire Code consultant.

**a. 10/9/2019 – Nicholas Cecere, Town of Kent Fire Inspector has signed off on the re-design via email on 8/2/2019.**

**New Comments:**

1. Provide elevations for top and bottom of the proposed retaining wall. Provide structural calculations for retaining walls greater than 4 feet.
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3. Underground pipe storage is now proposed as part of the stormwater management. Provide additional information in the SWPPP, such as in Sections "1. Project Description" and descriptions of areas in "2. Study Area." Section "5. Peak Flow Reduction" has reference to detention basin instead of underground pipe storage.
4. SWPPP Section 7 "Pipe Calculations" – The values in the table for pipe "Ex HW #17 to EX. HW #18" which is the pipe beneath the driveway entrance to the facility, is listed with an upstream invert of 671.3, slope of 1.75% and diameter of 12". Drawing L1.1 has a proposed upstream invert of 670.9, slope of 0.69% and diameter of 15". The table shows the pipe flowing at capacity during 100 year storm event. The table and the drawing should be re-visit to ensure they are consistent.

5. Provide a pre-construction and post-construction peak flow analysis at the discharge of the EX HW #18 (at Ludingtonville Road) to ensure there is not an increased discharge at Ludingtonville Road. Proposed CB 16 may be diverting more upland runoff to the discharge point compared to existing conditions.
6. Provide written response with future submittals stating how the comments have been addressed.

  
\_\_\_\_\_  
Julie S. Mangarillo, P.E., CPESC

cc: Planning Board via email  
Bill Walters via email  
15-261-220

Bruce Barber via email  
Liz Axelson via email

## Route 52 Development Noise Specialist Proposal

Elizabeth Axelson <EAxelson@CPLteam.com>

Wed 10/9/2019 11:38 AM

To: Building Inspector <buildinginspector@townofkentny.gov>; Planning Kent <planningkent@townofkentny.gov>; barberbruce@yahoo.com <barberbruce@yahoo.com>; jmangarillo@rsaengrs.com <jmangarillo@rsaengrs.com>; jbattistoni@vandewaterlaw.com <jbattistoni@vandewaterlaw.com>; josterhoudt@vandewaterlaw.com <josterhoudt@vandewaterlaw.com>  
Cc: bestscapes@hotmail.com <bestscapes@hotmail.com>; csisto4004@comcast.net <csisto4004@comcast.net>; dmlls@verizon.net <dmlls@verizon.net>; gattucci76@gmail.com <gattucci76@gmail.com>; spmcarey@gmail.com <spmcarey@gmail.com>; spwilhelm@gmail.com <spwilhelm@gmail.com>; n3sachakov@gmail.com <n3sachakov@gmail.com>; Richard J. Pearson, PE, PTOE <RPearson@jmcpllc.com>; Daniel Abatemarco <dabatemarco@akrf.com>

1 attachments (654 KB)

AKRF Acoustical Consulting Proposal - Route 52 Development Kent NY (2019-10-08).pdf;

Hello Everyone – Attached please find the Route 52 Development Noise Specialist Proposal from Daniel Abatemarco, VP of Acoustics, Noise and Vibration, AKRF.

The adopted scoping outline for the Route 52 Development (aka Country Square) and other project materials were emailed to Mr. Abatemarco; and I have had a number of conversations with him to emphasize that the noise study would have to address key aspects of the project that result in potential noise impacts:

- Rock removal/mining and on-site rock processing;
- Construction of the project; and
- Operation of the project including the truck stop; truck repair and truck traffic.

The attached proposal takes into account the project's key areas of concern; and includes the necessary tasks for:

- Review of the Applicant's scope of work for the noise study, which would include a review of noise receptor sites;
- Review of the noise study;
- Review of the noise sections of the later environmental impact statement; and
- Attendance at meetings.

Daniel is copied. I look forward to discussing this with you.

Take care,  
Liz



**Elizabeth (Liz) T. Axelson, AICP**

Office: 845.454.3411 x21

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[CPLteam.com](http://CPLteam.com)



***Environmental, Planning, and Engineering Consultants***

440 Park Avenue South  
7th Floor  
New York, NY 10016  
tel: 212 696-0670  
fax: 212 213-3191  
[www.akrf.com](http://www.akrf.com)

October 8, 2019

Phil Tolmach  
Town of Kent, New York Planning Board  
25 Sybil's Crossing  
Kent, NY 10512  
P: (845) 225-7802  
E: [planningkent@townofkentny.gov](mailto:planningkent@townofkentny.gov)

**Re: Route 52 Development Site (Tax Parcel No. 12.-1-52, Kent, New York)  
Acoustical Consulting Services Proposal – Noise Study Review**

Dear Mr. Tolmach:

AKRF, Inc. ("AKRF" or the "Consultant") is pleased to present this acoustical consulting services proposal to the Town of Kent (the "Client") in connection with the Client's review of the noise study for the proposed Route 52 Development Site project ("Kent Country Square" or "the Project") located at Tax Parcel No. 12.-1-52. AKRF would review the proposed scope of the project's noise study as well as reviewing the proposed noise survey locations and, where appropriate, make suggestions to ensure that the study is consistent with applicable guidance and addresses concerns from Town officials, staff, and residents. In addition, AKRF will be available to attend Planning Board or other Town meetings on an as-requested basis.

**SCOPE OF WORK**

***TASK 1 – REVIEW PROPOSED NOISE STUDY SCOPE AND NOISE SURVEY LOCATIONS***

AKRF will review the scope of the noise study proposed by the applicant for the Project's Environmental Impact Statement (EIS). AKRF will also review the locations of proposed noise survey locations. AKRF will evaluate whether the proposed scope is consistent with applicable guidance for consideration of potential noise impacts, including the New York State Department of Environmental Conservation (NYSDEC) policy and guidance document, *Assessing and Mitigating Noise Impacts* (DEP-00-1, February 2, 2001), as well as the Town of Kent's local noise ordinance. AKRF will also evaluate whether the proposed noise survey locations are sufficient to provide existing condition noise data as the basis for the expected noise study, including providing adequate geographic coverage of the study area. As appropriate, AKRF will comment on the proposed procedures for noise measurements and analysis and propose any necessary changes in a written report.

***TASK 2 – REVIEW NOISE STUDY AND RESULTS***

AKRF will review the Draft EIS noise study along with technical back-up provided to AKRF and evaluate the conclusions of the study according to the applicable guidance described above. AKRF will comment

on the sufficiency of proposed noise mitigation measures and, as appropriate, suggest any additional or alternative noise mitigation measures. AKRF's comments on the noise study will be described in a written report.

### ***TASK 3 – REVIEW NOISE SECTION OF ENVIRONMENTAL IMPACT STATEMENT***

AKRF will review the noise section of the project's Environmental Impact Statement (EIS) for completeness as well as content and provide written comments. AKRF will be available subsequently to participate in calls or meetings with the Town and/or Applicant as necessary to discuss comments on the EIS.

### ***OPTIONAL TASK 4 – ATTENDANCE AT TOWN PLANNING BOARD MEETINGS***

AKRF will be available on an as-requested basis to attend Town Planning Board meetings at which the applicant's noise study would be discussed.

### **FEE SCHEDULE**

All services will be provided pursuant to our Standard Terms & Conditions, **Appendix A**. The cost for the acoustical consulting work specified above is outlined below in **Table 1**. Any revisions as a result of changes to the proposed project or any requested work not included in the scope of work listed above would be billed at our standard hourly rates as shown in **Appendix B** or at an agreed upon fixed fee.

**Table 1**  
**Cost for Acoustical Consulting Services**

Service	Assumptions/Notes	Cost Estimate <sup>1</sup>
<u>Task 1</u> Review Proposed Noise Survey and Study Scope	<ul style="list-style-type: none"> <li>Review proposed noise survey locations and procedures</li> <li>Review proposed noise analysis scope</li> <li>One (1) written report summarizing AKRF's comments</li> </ul>	\$1,600
<u>Task 2</u> Review Noise Study and Results	<ul style="list-style-type: none"> <li>Review applicant's noise study and technical back-up as provided to AKRF</li> <li>One (1) written report summarizing AKRF's comments</li> <li>One (1) conference call to discuss the report</li> </ul>	\$11,500
<u>Task 3</u> Review EIS Noise Section	<ul style="list-style-type: none"> <li>Review for completeness</li> <li>Review for content</li> <li>Provision of comments, as requested</li> <li>Participation in phone calls/meetings, as requested</li> </ul>	Billed on a Time and Materials Basis per <b>Appendix B</b>
<b>OPTIONAL ACOUSTICAL CONSULTING SERVICES</b>		
<u>Task 4</u> Attendance at Town Planning Board Meetings	Cost is for attendance of one (1) senior member of AKRF's Acoustics, Noise, and Vibration staff per meeting	\$1,800 per meeting
<b>Notes:</b> <sup>1</sup> All tasks would be billed according to the rates shown in <b>Appendix B</b> , with the billing for each task not to exceed the estimate without prior Client authorization.		

The payment schedule for the acoustical services outlined above will be billed monthly based on percentage complete. Hourly work billing tasks would be billed monthly as costs are incurred.



If this proposal is acceptable, please sign in the appropriate signature space below and return one executed copy to our office as authorization to proceed. If you have any questions, please do not hesitate to contact me at [dabatemarco@akrf.com](mailto:dabatemarco@akrf.com) or 646-388-9708

Sincerely,



Daniel Abatemarco  
Vice President - Acoustics, Noise, and Vibration

cc: Liz Axelson / CPL

**ACKNOWLEDGED AND ACCEPTED:**

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

Title: \_\_\_\_\_

For: \_\_\_\_\_

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

## APPENDIX A STANDARD TERMS AND CONDITIONS

### 1. Services.

- a. Subject to the terms and conditions hereof, the Client hereby engages the Consultant to perform the Services, furnishing the agreed-upon reports, drawings and/or other work product described in the attached Scope of Work and the Consultant hereby agrees to provide the same. The rendering of Services hereunder is premised on the Consultant receiving full and timely access to the Site and Client's personnel as well as receipt of all information from the Client and its agents relating to the Project as reasonably requested by the Consultant from time to time.
- b. The Services are limited to those tasks specified in the Scope of Work. If the Client directs the Consultant to perform, or instructs the Consultant to undertake, work or provide Deliverables that are beyond those specified in the annexed Scope of Work and/or Services described in the Scope of Work (collectively, "Additional Work"), the Consultant may in its discretion agree to undertake to perform the same, but the Client shall pay compensation for such Additional Work separate from and in addition to the compensation provided for Services herein. In the absence of written agreement to the contrary, all Additional Work provided by the Consultant from time to time relating to the Project shall be provided for compensation on a time and material basis at the Consultant's then current standard hourly rates in effect from time to time, but otherwise upon and subject to the terms and conditions of this Agreement.
- c. The Consultant shall determine the continued adequacy of this Agreement in light of occurrences or discoveries that were not originally contemplated by or known to the Consultant. Should the Consultant call for contract renegotiation, the Consultant shall identify the changed conditions necessitating renegotiation, and the Consultant and the Client shall promptly and in good faith enter into renegotiation of this Agreement. If terms cannot be agreed to, then either party has the absolute right to terminate this Agreement by delivery of ten (10) days prior written notice.
- d. Notwithstanding any other provision of this Agreement or any other agreement entered into by Consultant with respect to the Project, Consultant shall not have control or charge of, and shall not be responsible for, construction means, methods, techniques, sequences or procedures, for safety precautions and programs in connection with work or activities at the project site, for the acts or omissions of any contractor, subcontractors or any other persons performing any work or undertaking any activities at the project site, or for the failure of any of them to carry out any work or perform their activities in accordance with their contractual obligations, including, but not limited to, the requirements of any drawings, specifications or other documents prepared by Consultant.

### 2. Compensation, Invoicing and Payment.

- a. The Client shall reimburse the Consultant for the expenses incurred of the type, and in the manner, described in the Scope of Work. Invoices shall be submitted by the Consultant monthly, are due upon presentation and shall be paid in full within 30 calendar days after the applicable invoice date. If payment is not received in full on or before the applicable due date then the Consultant shall have the right to charge interest on any unpaid amount from the due date in an amount equal to the lesser of 1-1/2% per month or the maximum amount permitted by applicable law, calculated on a daily basis. Payments will be credited first to interest and then to principal. Consultant shall be entitled to recover any and all costs incurred, including reasonable attorneys' fees ("Collection Costs") in connection with its efforts to collect past due sums. The minimum amount of such Collection Costs is agreed to be the lesser of (1) ten percent (10%) of the past due amount, or (2) the maximum amount allowed by law.
- b. The Client shall pay all taxes, fees, assessments and charges applicable to the Services and any Additional Work and any other pass-through charges (other than taxes imposed upon the net income of the Consultant) including, without limitation, all sales, use, gross receipts, excise, transaction, consumption, Valued Added ("VAT"), Goods and Services ("GST"), utility, message, personal property, intangible tax and any other federal, state and local taxes, fees and charges applicable to the Services and Additional Work provided hereunder, including interest and other charges thereon chargeable by the taxing authorities.

**3. Performance Standards.**

- a. The Consultant shall use reasonable commercial efforts to render the Services, any Additional Work and all other obligations under this Agreement in accordance with (i) the standard of care and skill ordinarily used by reputable members of the same profession practicing under similar circumstances at the same time and in the same locale and (ii) all applicable codes, regulations, ordinances, and laws in effect as of the date of the execution of this Agreement (collectively, "Laws"). Neither the Consultant's entering into this Agreement nor any performance hereunder by the Consultant, or any affiliate or subcontractor thereof, or any of their respective officers, directors, owners or employees or agents shall create any fiduciary obligation owed to the Client or any other person or entity. Client or any other person or entity and any such obligation is hereby fully and expressly disclaimed.
- b. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE CONSULTANT IS MAKING NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING THOSE OF MERCHANTABILITY, ACCURACY OR FITNESS FOR A PARTICULAR PURPOSE, REGARDING THE SERVICES, ADDITIONAL WORK OR ANY DELIVERABLES.
- c. The Consultant shall not be responsible for the acts or omissions of any subcontractor, supplier or other personnel based on interpretations or clarifications of the Project or the Services or Additional Work to be rendered hereunder by the Client without confirmation thereof by the Consultant.
- d. In the event of an emergency affecting the health or safety of persons or property, the Consultant may act, in its reasonable discretion, to prevent threatened damage, injury or loss to person or property notwithstanding that it may be outside the scope of the Services or Additional Work or not approved in advance by the Client.

**4. Indemnification.**

- a. The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold the Client, its subsidiaries and affiliates and their respective officers, directors, employees, owners, subcontractors and agents (collectively, the "Client Parties") harmless from any damage, liability, or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the Consultant's negligence. The indemnification obligation created by this Paragraph is subject in every respect to the limitation of liability provisions in Paragraph 5 of this Agreement.
- b. The Client agrees, to the fullest extent permitted by law, to indemnify and hold the Consultant, its subsidiaries and affiliates and their respective officers, directors, employees, owners, subcontractors and agents (collectively, the "Consultant Parties") harmless from any damage, liability, or cost (including reasonable attorneys' fees and costs of defense) to the extent: caused by the Client's negligence, or arising from or attributable to the failure of the Client to timely and/or properly implement or adhere to recommendations, designs, specifications, work plans or other items specifying or outlining the construction and/or implementation of future work beyond the Scope of Work, Services or Additional Work provided by Consultant in Deliverables.
- c. As a condition precedent to claiming any indemnification hereunder, the applicable indemnified party (i) shall promptly provide the applicable indemnifying party with written notice of any claim sufficiently promptly and in sufficient detail to avoid prejudicing the defense of such claim; (ii) shall not settle or compromise any such claim without the indemnifying party's written consent, which shall not be unreasonably withheld or delayed; and (iii) shall promptly provide reasonable cooperation relating to defending such claim. The indemnified party may, at its own expense, assist in the defense if it so chooses, but shall not be permitted to control such defense or any negotiations relating to the settlement of any such claim so long as the party responsible for indemnification hereunder is actively defending such claim. Notwithstanding clause (ii) above, if the party responsible for indemnification hereunder refuses or fails to timely defend the claim or abandons such defense, the indemnified party (parties) may settle such claim without the prior consent of the indemnifying party and the indemnifying party shall remain fully liable to indemnify the indemnified party (parties) to the extent that the indemnified party (parties) are otherwise entitled to indemnification for such claim under this Section 4.

- d. No party shall be liable for any claim or cause of action seeking indemnification of any kind under this Section 4, regardless of the type or nature of the damage, liability, claim or cause of action for which indemnification is sought (the "Underlying Claim"), if such indemnification action or claim is brought or asserted more than three years after the Underlying Claim accrued.
- e. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THIS AGREEMENT OR IN ANY DOCUMENT SIGNED BETWEEN THE PARTIES REGARDING THE SUBJECT MATTER OF THIS AGREEMENT, EITHER PRIOR OR SUBSEQUENT TO THIS AGREEMENT, OR PROVIDED UNDER APPLICABLE LAW, NEITHER PARTY, OR ANY OFFICER, DIRECTOR, OWNER, EMPLOYEE, SHAREHOLDER OR AGENT THEREOF, SHALL BE LIABLE TO THE OTHER, EITHER IN CONTRACT OR IN TORT, FOR ANY LOSS OR INACCURACY OF DATA OR MATERIAL OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION ANY DELAY DAMAGES, LOSS OF FUTURE REVENUE, INCOME OR PROFITS, OR ANY DIMINUTION OF VALUE, FINANCING COSTS, OR COST OF LOST OPPORTUNITIES, RELATING TO THIS AGREEMENT, EVEN IF THE SAME HAS BEEN SPECIFICALLY ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES, EXCEPT TO THE EXTENT THAT ANY SUCH DAMAGES ARE PAYABLE BY ONE OF THE PARTIES HERETO TO A THIRD PARTY AND THE CLAIM IS ONE FOR WHICH THE PARTY REQUIRED (WHETHER BY JUDGMENT, SETTLEMENT OR OTHERWISE) TO PAY SUCH DAMAGES IS ENTITLED TO INDEMNIFICATION UNDER THIS SECTION 4.

**5. Limitation of Liability.**

In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant Parties hereunder to the Client Parties and to all construction contractors, subcontractors on the Project and others under the Client's control for any and all claims, suits, demands, judgments, payments, losses, costs, damages of any nature whatsoever, or expenses from any cause or causes, regardless of the nature or type of action, so that the total aggregate liability of the Consultant Parties shall be limited to and in no event exceed the compensation actually paid to Consultant for services rendered on this Project under this Agreement, or \$100,000, whichever is greater.

**6. Suspension of Services or Additional Work.**

If the Project is suspended for more than 30 calendar days in the aggregate (whether consecutive or non-consecutive), the Consultant shall be compensated for all Services and any Additional Work performed and charges incurred prior to receipt of notice to suspend and, if and when the Consultant resumes providing Services and/or Additional Work, a mutually agreed upon equitable adjustment in fees payable to the Consultant shall be made to accommodate the resulting demobilization and remobilization costs. In addition, there shall be a mutually agreed upon equitable adjustment in any applicable performance schedule relating to the Project based on the delay caused by the suspension.

**7. Term.**

Unless terminated earlier in accordance with Section 8 hereof, this Agreement shall have a term commencing on the date of this Agreement and ending, unless terminated earlier as provided herein, when the Services and any Additional Work relating to the Project are completed or as otherwise set forth in the Scope of Work.

**8. Termination.**

- a. Either party may terminate this Agreement by delivery of written notice to the other (i) if the other party commits a material breach of this Agreement and fails to remedy such breach within 30 days after receipt of written notice specifying the alleged breach in reasonable detail, (ii) if either party makes an assignment for the benefit of its creditors, or the filing by or against it of a voluntary or involuntary petition under any bankruptcy or insolvency law, under the reorganization or arrangement provisions of the United States Bankruptcy Code, or under the provisions of any law of like import, or the appointment of a trustee or receiver for such party or its property, or (iii) as provided by Section 1(c) hereof.
- b. If full payment is not received by the Consultant by the applicable due date, then the Consultant may, at its sole discretion and without liability to any Consultant Parties, terminate this Agreement or suspend any Services or Additional Work to be performed hereunder upon 10 days prior written notice. If the Project is

Maureen Fleming, Town Supervisor  
William Huestis, Deputy Supervisor, Councilman  
Paul Denbaum, Councilman  
Jaime McGlasson, Councilwoman  
Christopher Ruthven, Councilman  
25 Sybil's Crossing  
Kent Lakes, NY 10512

RECEIVED  
KENT TOWN CLERK  
2019 SEP 17 AM 10:11

Dear Town Board Members,

I oppose the Route 52 Kent Country Square LLC development. I am alarmed about the impact of the proposed 137.4-acre parcel development. It calls for 54 acres to be excavated and mined for mixed commercial use including but not limited to a truck/rest stop, truck wash, repair and truck service station. I am concerned about the environmental impact relating to the massive rock cutting and impact to our water tables. The proposed property would require a petition for a zoning amendment to change the zoning law allowing construction of a five-story structure and require a ladder truck for the fire department and a place to house the new truck. Our town would also need to have an increase in police presence.

There would be a massive increase in traffic at the Route 52 and Ludingtonville exchange, which is already high during commuter times. The truck traffic on the Route 52 corridor between exits 58 (17) and 61 (18) will increase tremendously. Tractor-trailers do not like stopping on hills or icy inclines. The school buses and the 30-ton tractor-trailers would fight for the same road space. Tractor-trailers will also be traveling over the causeway and making the turn from Route 311 to Route 52.

Normally, I would be excited to see new business and development in the community, but environmental and traffic impact to the Route 52 corridor and the neighbors would be substantial. There is also no confirmed commitment from this company to build the hotels, conference center or water park. The property has already changed ownership once.

Please take this letter as <sup>my</sup> formal opposition to this project.

Thank you,

NAME / DATE

ADDRESS

*Paul Denbaum*

*Shirley Griffin-Savchuk*

18 SCHUYLKILL CT.

Phil Tolmach/Chairman,  
Dennis Lowes/Vice Chair,  
Simon Carey  
GianCarlo Gittucci  
Charles Sisto  
Steven Wilhelm  
Nisim Scahakov  
Chris Ruthven/ liason to the Town Board

25 Sybil's Crossing  
Kent Lakes , NY 10512

RECEIVED  
KENT TOWN  
2015 SEP 17 AM

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Thank you,

NAME / DATE

ADDRESS

*Nisim Scahakov*  
*Annalisa Griffin Scahak*  
18 SCHUYLKILL CT

Phil Tolmach/Chairman,  
Dennis Lowes/Vice Chair,  
Simon Carey  
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Thank you,

NAME / DATE

9/15/19 Carl Furu

ADDRESS

157 Bowen Rd. Kent, NY 10512

Phil Tolmach/Chairman,  
Dennis Lowes/Vice Chair,  
Simon Carey  
GianCarlo Glttucci  
Charles Sisto  
Steven Wilhelm  
Nisim Scahakov  
Chris Ruthven/ lIason to the Town Board

25 Sybil's Crossing  
Kent Lakes , NY 10512

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Thank you,

Jennifer Fara 9/15/19 Jennifer Fara  
NAME / DATE

157 Bowen Rd. Kent, NY 10512  
ADDRESS



**FW: Truck Stop**

Lana Cappelli

Wed 9/18/2019 3:08 PM

To: Planning Kent <planningkent@townofkentny.gov>; Deputy2 <deputy2@townofkentny.gov>; Tamara Harrison <tharrison@townofkentny.gov>; William Huestis <bhuestis@townofkentny.gov>; Christopher Ruthven <cruthven@townofkentny.gov>; Jamie McGlasson <jmcglasson@townofkentny.gov>; Maureen Fleming <mfleming@townofkentny.gov>; Paul Denbaum <pdenbaum@townofkentny.gov>

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**From:** Annemarie Knight [mailto:amknight24@gmail.com]**Sent:** Wednesday, September 18, 2019 1:49 PM**To:** Lana Cappelli**Subject:** Truck Stop

Hello Lana,

I am a resident of Kent and have been for 16 years now and I am vehemently oppose the proposed truck stop. It's is shocking and unfathomable that the town is even remotely considering changing zoning laws to allow something that threatens our water table.

When I built my home on Kent Shore Drive I had to jump through hoops that cost me time and money to get approval from NYC because of the water table and even the town because my property was short by a few feet on the minimum road frontage and this is a three bedroom house!!

What is wrong with the board?? This should be squashed immediately. I am reading that they will have to mine to 187'. My property elevation is 776 and I'm only about a mile away and down the hill.

This is truly a disgusting proposition. For all the potentially good things that could be built it's so sad that the town is allowing a truck stop as the first major development.

Disappointed in Kent,  
Annemarie Knight Przybycien  
[Amknight24@gmail.com](mailto:Amknight24@gmail.com)  
845.721.3752

Maureen Fleming, Town Supervisor  
William Huestis, Deputy Supervisor, Councilman  
Paul Denbaum, Councilman  
Jaime McGlasson, Councilwoman  
Christopher Ruthven, Councilman  
25 Sybil's Crossing  
Kent Lakes, NY 10512

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KENT TOWN CL  
2019 SEP 17 PM 12:11

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Please take this letter as my formal opposition to this project.

Thank you,

Jeananne Moscato 9-16-19  
NAME / DATE

193 Dean Rd. Stormville, NY 12582 (mailing address)  
ADDRESS only  
Town of Kent resident

Katharine M. Curtiss  
2 Mooney Hill Rd, Holmes, NY 12531

September 18, 2019

Phil Tolmach, Chairman  
Dennis Lowes  
Simon Carey  
Giancarlo Gattucci  
Charles Sisto  
Nisim Sachakov  
Stephen Williams

25 Sybil's Crossing Kent Lakes , NY 10512

Dear Planning Board Members,

I am writing to express my objection to the proposed Rt 52 Development project - the largest and most drastic change ever proposed to the Town of Kent, and to protest the forthcoming petition for a zoning amendment to change any zoning laws in conjunction with this development. While not opposed to change, I do not support this project that clearly is inconsistent with the Town's primary planning mission - to preserve its rural character and protect its natural features. I am alarmed by the environmental assessment and identified potential impacts on Land, Surface Water, Groundwater, Air, Plants, Animals, Aesthetic Resources, Open Space & Recreation, Transportation, Energy, Noise, Odor, Light, Human Health, Inconsistencies with Community Plans and Community Character as detailed in the Scoping Outline for the Rt 52 Kent Country Square Amended SEQRA Positive Declaration. In particular, I am distressed by the damaging effects on the Town of Kent water table and on the wells of residents from the proposed mining (180 feet depth), together with the toxic runoff and truck wash water. The inclusion of the trucking facility will most certainly detract from quality of life in Kent with its negative effects on visual character, environmental quality and traffic. As leaders you must establish appropriate responsible development to avoid environmental degradation and preserve the quality of life in our Town of Kent.

Aside from the generic objections to this project, I personally object to the project as I live in close proximity to the proposed development. The exit 58 (formerly exit 17) interchange is already somewhat problematic; increased traffic brought on by this truck stop will make it nigh unto impossible, even if there are structural changes to the intersection. Ludingtonville Road itself will be impacted by increased traffic. My quality of life at the intersection of Mooney Hill Rd and Ludingtonville Road, in a 200 year-old historic house, will be negatively affected if this project is approved and constructed.

Respectfully submitted,



Katharine M. Curtiss

September 18, 2019

47 Champlain Drive, Lake Carmel, NY

Town of Kent Board & ~~Town of Kent Planning Board~~

C/O: Clerk Town of Kent, NY

40 Sybil's Court, Kent Lakes, NY 10512

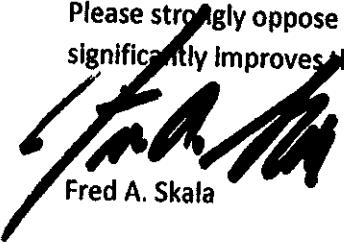
My parents and I have owned our house near Routes 52 & 301 in Lake Carmel since 1975. The recent news of a proposed Truck Stop & Hotel on Route 52 in Kent shook me to the core. This poorly-conceived plan seems almost surreal. What net economic benefit will the residents of Kent gain from this White Elephant? Like most locals I would happily support new businesses that fill a real need in Putnam County -- but a massive truck stop in this location will bring with it numerous problems, including:

- Severe Damage to Local Roads (that were never designed for 18-Wheelers)
- Dramatic Increase in Traffic (Up to 300 large trucks/day snaking-through a residential area)
- Water Pollution (Deep mining disrupting water table + truckwash fuel/chemical run-off)
- Increase in Local Crime (Truck stops are magnets for Prostitution & Drug-Dealing)
- Increase in Accidental Road Deaths (Across from two schools! How many kids will die?)

To add insult to injury, before building construction can even begin a virtual mountain of solid rock will need to be blasted-away, and then hauled-off via thousands of truckloads to be sold at a significant profit. This blasting chaos would plague the local community for years -- and who benefits from this nightmare scenario beyond the developer? And then who will ultimately pay for the increased cost of road maintenance, traffic delays, pollution, and law enforcement?

Could there not be a more ridiculous development proposal for bucolic Kent, NY?

Please strongly oppose this development until it goes away -- or at least morphs into a plan that significantly improves the quality of life all Kent residents.

  
Fred A. Skala

RECEIVED  
KENT TOWN CLERK  
2019 SEP 20 PM 2:10

RECEIVED  
KENT TOWN  
2019 SEP 23 AM 11:15

Maureen Fleming, Town Supervisor  
William Huestis, Deputy Supervisor, Councilman  
Paul Denbaum, Councilman  
Jaime McGlasson, Councilwoman  
Christopher Ruthven, Councilman  
25 Sybil's Crossing  
Kent Lakes, NY 10512

Dear Town Board Members,

I oppose the Route 52 Kent Country Square LLC development. I am alarmed about the impact of the proposed 137.4-acre parcel development. It calls for 54 acres to be excavated and mined for mixed commercial use including but not limited to a truck/rest stop, truck wash, repair and truck service station. I am concerned about the environmental impact relating to the massive rock cutting and impact to our water tables. The proposed property would require a petition for a zoning amendment to change the zoning law allowing construction of a five-story structure and require a ladder truck for the fire department and a place to house the new truck. Our town would also need to have an increase in police presence.

There would be a massive increase in traffic at the Route 52 and Ludingtonville exchange, which is already high during commuter times. The truck traffic on the Route 52 corridor between exits 58 (17) and 61 (18) will increase tremendously. Tractor-trailers do not like stopping on hills or icy inclines. The school buses and the 30-ton tractor-trailers would fight for the same road space. Tractor-trailers will also be traveling over the causeway and making the turn from Route 311 to Route 52.

Normally, I would be excited to see new business and development in the community, but environmental and traffic impact to the Route 52 corridor and the neighbors would be substantial. There is also no confirmed commitment from this company to build the hotels, conference center or water park. The property has already changed ownership once.

Please take this letter as my formal opposition to this project.

Thank you,

Ashtla Credenza 9/20/19  
NAME / DATE

3 William St, Carmel N.Y. 10512  
ADDRESS

115

Phil Tolmach/Chairman,  
 Dennis Lowes/Vice Chair,  
 Simon Carey  
 GianCarlo Gittucci  
 Charles Sisto  
 Steven Wilhelm  
 Nisim Scahakov  
 Chris Ruthven/ liason to the Town Board

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NAME / DATE

ADDRESS

*Russell Gaudin 9/16/19*

*22 Harts Rd Cornell*