

LOCAL LAW NO. \_\_ OF THE YEAR 2017

LOCAL LAW AUTHORIZING THE ACCEPTANCE BY TOWN BOARDS OF THE  
TOWN OF KENT OF SURETY BONDS AND LETTERS OF CREDIT IN ADDITION  
TO CASH BONDS WHEN A BOND IS REQUIRED BY THE TOWN CODE

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

Section 1: This Local Law shall be known as: “Local Law authorizing the acceptance by Town of Kent Boards of surety bonds and letters of credit in addition to cash bonds”.

Section 2: The Town of Kent Code contains several sections which require the posting of a cash bond. The Town Board wishes to expand the types of bonds which may be accepted by the various Town Boards which require such bonds to include surety bonds and letters of credit wherever a cash bond is required.

Section 3. Chapter 39A regarding “Freshwater Wetlands” is hereby amended to read as follows:

§ 39A-9. Limitations, duration and posting of permit; inspections; certificate of completion.

A. In granting a permit, the approving authority may limit the same or impose conditions or limitations designed to carry out public policy set forth in this chapter. The approving authority may require a **cash bond, a surety bond or a letter of credit** in an amount and with [~~surety and~~] conditions satisfactory to it securing to the Town of Kent compliance with the conditions and limitations set forth in the permit. The approving authority, or its designated agent, may inspect the premises in question from time to time. The approving authority shall suspend or revoke a permit if it finds after public hearing on 10 days' written notice to the applicant, and such further notice as may have been required for the public hearing held under § 39A-7E hereof, that the applicant has not complied with one or more of the conditions or limitations set forth in the permit or has exceeded the scope of the permitted activity. An immediate stop-work order may, however, be issued by the Town Engineer pending such hearing where, in his reasonable judgment, additional damage may be done to the wetland, water body, watercourse or regulated area, pending a determination on such hearing. No public hearing shall be required for the suspension or revocation of a permit where no public hearing was required for the issuance of the same.

Section 4. Chapter 57 regarding “Driveways” is hereby amended to read as follows:

§ 57-24. Bond or surety.

No bond or surety shall be required of any applicant in connection with a driveway permit unless such work will require the breaking of pavement on a Town road or unless culvert work or other work, such as erosion control work, is required for satisfactory construction. In such case, the Highway Superintendent shall require sufficient surety, in [~~a form and manner satisfactory to him,~~] **the form of a cash bond, surety bond, or letter of credit** to ensure the restoration of the

pavement or completion of the work, as the case may be.

Section 5. Chapter 63 regarding “Soil Removal” is hereby amended to read as follows:

§ 63-5. Performance of work.

M. The applicant shall file with the Town Board a performance bond, in such form and with such surety as shall be acceptable to the Town Board, in such amount as the Town Board may deem sufficient to ensure the faithful performance of the work to be undertaken.

Section 6. Chapter 62 regarding “Sewer Use, Connections and Rents” is hereby amended to read as follows:

§ 61-74. Delinquent payments; performance bonds; liability insurance.

...

B. Performance bonds. The Inspector may decline to reissue a permit to any user which has failed to comply with the provisions of this chapter or any order or previous permit issued hereunder, or may require, as a condition of reissuance, such user to first file with the sewer district a [satisfactory] **cash bond, surety bond or letter of credit**, payable to the sewer district, in a sum not to exceed a value determined by the Inspector to be necessary to achieve consistent compliance.

Section 7. Chapter 66 regarding “Steep Slope Protection and Stormwater Management” is hereby amended to read as follows:

§ 66-7. Performance bond; inspection.

A. Performance bond.(1) In order to insure the full and faithful completion of all construction activities related to compliance with all conditions set forth by the Town in its issuance of a steep slope and erosion control permit, the Planning Board may require the owner or applicant to provide, prior to construction, a performance bond, supported by sufficient security in the form of **cash bond, surety bond**, a cash escrow account, irrevocable letter of credit or certified check drawn upon an national or state bank or other cash equivalent, which guarantees satisfactory completion of the project and names the Town as the beneficiary. The security shall be in an amount to be determined by the Planning Board based on submission of final design plans.

Section 8. Chapter 66A regarding “Subdivision of Land”, Article VI, is hereby amended to read as follows:

§ 66A-32. Performance security; maintenance security.

...

C.  
Performance security required by the Planning Board.

(1) Where a performance security is required by the Planning Board, the subdivider shall file with the Town a **cash bond, a security bond or a letter of credit** in an amount sufficient to cover 100% of the cost of the required improvements as estimated by the Superintendent, the Planning Board Planner, the Planning Board Environmental Consultant or the Planning Board

Engineer. Such security shall be subject to the review and acceptance by the Town Attorney as to form, sufficiency and manner of execution. The security shall be accepted by the Town Board prior to the time of the Chairman's signature on the final plat. The security shall be accepted by the Town Board and filed with the Town Clerk prior to commencement of any site work or construction. The security shall run for a term to be fixed by the Planning Board, but in no case for a longer term than three years; provided, however, that the term of such security may be extended by the Planning Board with the consent of the parties thereto. If the Planning Board decides at any time during the term of the security that the extent of building development that has taken place in the subdivision is not sufficient to warrant all of the improvements covered by the security, or that the required improvements have been installed in sufficient amount to warrant reduction in the amount of the security, then, upon approval by the Town Board, the Planning Board may modify its requirements for any or all such improvements, and the amount of such security shall be reduced by an appropriate amount so that the new amount will cover the cost in full of the amended list of improvements required by the Planning Board.

...

F. Execution of contracts. The Town Board resolution shall require that the owner or owners of real property execute such contracts with the Town as the Town Board may deem necessary for the purpose of ensuring that the expense of such construction or installation, including the cost of issuing obligations to raise moneys to pay the expense thereof and interest on such obligations, shall not be an undue burden upon the property deemed benefitted by the agreements or of such improvement district or extension thereof as the case may be and may require a security agreement, including but not limited to the filing of a surety bond, letter of credit, or the deposit of cash or securities in a form approved by the Town Attorney and accepted by the Town Board so as to assure the performance of such contracts.

Section 9. Chapter 77 regarding “Zoning”, Article XVII regarding “Special Use and Site Plan Requirements” is hereby amended to read as follows:

§ 77-61. Approval procedure.

C. Performance bond or surety and inspection fee. The applicant may be required to post a performance bond **in the form of a letter of credit, cash bond** or surety **bond** in an amount sufficient to assure that all streets or other public improvements shown on the site plan are suitably graded and paved, and that street signs, sidewalks, streetlighting, curbs, gutters, street trees, water mains, sanitary sewers, fire alarm signal devices, including associated ducts, pipes, cable and connecting facilities, are installed in accordance with applicable standards, specifications, and procedures acceptable to the Town. Prior to commencement of work and as a condition of a building permit, the applicant shall pay an inspection fee in an amount as set from time to time by resolution of the Town Board.

Section 10. Severability.

If any part or provision of this local law or the application thereof to any person or circumstance be adjudged invalid by any court of competent jurisdiction, such judgment shall be confined in its operation to the part or provision or application directly involved in the controversy in which

such judgment shall have been rendered and shall not affect or impair the validity of the remainder of this local law or the application thereof to other persons or circumstance, and the Town Board of the Town of Kent hereby declares that it would have passed this local law or the remainder thereof had such invalid application or invalid provision been apparent.

Section 11: Effective Date.

This local law shall take effect immediately upon filing in the Office of the New York State Secretary of State in accordance with Section 27 of the Municipal Home Rule Law.

Dated: \_\_\_\_\_, 2017

BY THE ORDER OF THE TOWN BOARD  
TOWN OF KENT

[----] deleted text

[ ] new text

jasmine ramos

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**From:** Maureen Fleming  
**Sent:** Monday, July 31, 2017 3:45 PM  
**To:** jasmine ramos  
**Subject:** FW: 29 Amawalk Rd - Survey

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**From:** Rich Othmer <[rothmer@townofkentny.gov](mailto:rothmer@townofkentny.gov)>  
**Date:** Thursday, March 9, 2017 at 1:19 PM  
**To:** Nancy Tagliaferro <[ntag@hoganandrossi.com](mailto:ntag@hoganandrossi.com)>, Maureen Fleming <[m Fleming@townofkentny.gov](mailto:m Fleming@townofkentny.gov)>, Nancy Tagliaferro <[nancytags@gmail.com](mailto:nancytags@gmail.com)>  
**Subject:** RE: Fwd: 29 Amawalk Rd - Survey

Nancy & Maureen;

OK, here are the results of my research.

- 1) It is not a Town Road
- 2) There are no records in my office that this was ever, and is not now, a Town paper road or abandoned road.
- 3) However, It does look like that it is Town owned property but not under the purview of the Highway Department.
- 4) Presently it looks as if they split the usage with the neighbors so if it is sold I would assume they would have to be consulted as well.
- 5) If sold, the Town must make sure that they do not land lock anyone behind them.
- 6) It looks as if this was originally (1930's) meant to punch through and connect with South Terry Hill Road (County Road) behind it.
- 7) Conveying or selling of this section of property to this person and if required his neighbor, would not interfere with Highway operations what-so-ever.

I am always a firm believer in getting land back on the tax roll and that this would be a situation where government can serve the public, it would be of useful value to these people and would help straighten out the Lake Carmel property boundary mess.

I do not know how you would go about this from this point on and who does & pays for what but I hope this has helped.

Hope all is well.

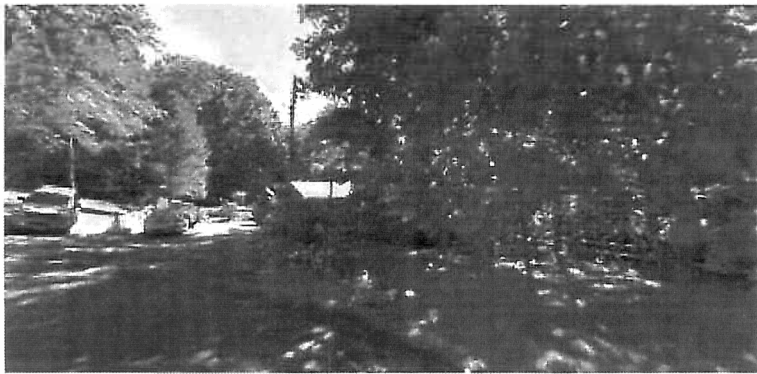
Richie O



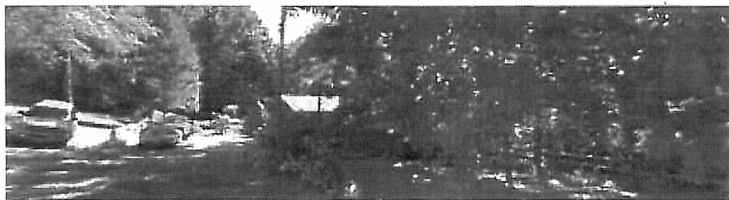
# Google Maps 29 Amawalk Rd



Imagery ©2017 DigitalGlobe, New York GIS, Map data ©2017 Google 50 ft



29 Amawalk Rd  
Carmel, NY 10512



SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF PUTNAM

RALPH W. HANSEN and STEPHANIE HANSEN,  
  
Plaintiffs,  
  
-against-  
  
TOWN OF KENT,  
  
Defendant.

Index No.

**VERIFIED COMPLAINT**

Ralph W. Hansen and Stephanie Hansen (“Hansen”), by their attorneys, William A. Shilling, Jr., P.C., as and for their verified complaint against defendant Town of Kent (the “Town”), allege:

**NATURE OF THIS ACTION**

1. This is action to pursuant to New York Civ. Prac. L. & R. (“CPLR”) § 3001.
2. Pursuant to CPLR § 213 this action is timely.
3. No prior application for the relief sought herein has been sought from this Court or any other court of competent jurisdiction.

**JURISDICTION AND VENUE**

4. The Court has subject matter jurisdiction over the Town in this action.
5. This Court has personal jurisdiction over the Town pursuant to CPLR § 301.
6. Venue in this Court is proper pursuant to CPLR §§ 503 and 507. The actions complained of and material events took place in the County of Putnam, which is situated in the Ninth Judicial District.
7. No prior application for this or any similar relief has been made to this Court or any other Court of competent jurisdiction.



## **THE PARTIES**

8. Hansen resides at 29 Amawalk Road, Carmel, New York 10512.

9. At all relevant times herein, and upon information and belief, the Town was and is a municipal corporation organized and existing under the laws of the State of New York.

10. At all relevant times herein, and upon information and belief, the Town discharges its duties acting under color of state law and the rights, duties, privileges and immunities secured to it by the United States Constitution, the New York State Constitution, and other applicable provisions of law.

## **The Subject Real Property**

11. At all relevant times herein, Hansen is the record owner of real property consisting of approximately .223 acres known as 29 Amawalk Road, Carmel, New York 10512 and identified on the tax map of the Town of Kent as Section 33.43, Block 1, Lot 34 (hereinafter, "29 Amawalk").

12. 29 Amawalk is improved by a single-family residential dwelling facing North and has no frontage along the paved portion of Amawalk Road where it intersects Elmsford Road.

13. Immediate to the north, 29 Amawalk adjoins an unimproved parcel of land, which shares its southerly boundary with 29 Amawalk, and consists of .091 acres (the "Driveway Parcel").

14. The Driveway Parcel contains a paved walkway, driveway, and fencing providing access to the single-family dwelling on 29 Amawalk, and also provides the only mode of ingress and egress to 29 Amawalk.

15. By a deed, dated November 14, 1979, which was recorded in the office of the County Clerk of the County of Putnam as liber 765, page 1043, Richard A. Pawn conveyed fee simple title in and to 29 Amawalk to Fred A. Johnson and Andrea K. Johnson.

16. By a deed, dated November 23, 2016, which recorded in the office of the County Clerk of the County of Putnam as liber 6656, page 343, fee simple title in and to 29 Amawalk was conveyed from Fred A. Johnson and Andrea K. Johnson to Hansen.

17. Since 1979, Hansen and their predecessors-in-title have exclusively used, improved, and controlled the Driveway Parcel to the exclusion of the Town and all other adjacent property owners and interested parties.

18. Upon information and belief, the Town once owned and controlled the roadway and/or roadbed(s) known as Amawalk Road, along which the Driveway Parcel has frontage.

19. Upon information and belief, the Driveway Parcel is reflected on the Town's tax maps and records as a paper road identified as a continuation of Amawalk Road.

20. The Town has neither made an application, petition, order, resolution, nor a dedication of the Driveway Parcel to the Town for any other purpose.

21. The Town has not taken a single affirmative act of any kind pertaining to the Driveway Parcel.

22. At all relevant times herein, Hansen and its predecessors-in-title have kept and maintained the Driveway Parcel to the exclusion of all others including the Town.

**AS AND FOR A FIRST  
CAUSE OF ACTION AGAINST DEFENDANTS**

23. Hansen incorporates by reference all prior paragraphs as though set forth herein.

24. This action is brought pursuant to New York Real Property Actions and Proceedings Law ("RPAPL") Article 15 to compel the determination of claims to certain real

property identified herein as the Driveway Parcel, which is located wholly within the bounds of 29 Amawalk.

25. Annexed hereto as Exhibit "A" and made a part hereof is a survey of 29 Amawalk and the Driveway Parcel indicating the tax lot number and identity of each parcel abutting thereon.

26. At all relevant times herein, Hansen and its predecessors-in-title were and are the sole owners in fee and in possession of the Driveway Parcel.

27. The deeds of Hansen and its predecessors-in-title, as referred to above, each conveyed fee simple absolute in the Driveway Parcel together with the land lying in the bed thereof.

28. Hansen is by virtue of those said deeds and the facts herein set forth the record owner of and has the exclusive right to use that portion of the land lying in the bed of the Driveway Parcel, which said land of Hansen is described as follows:

All that certain lot, piece, or parcel of land, situate, lying, and being in the Town of Kent, County of Putnam and State of New York, being more particularly bounded and described as follows:

Beginning at a point on the southerly boundary line of Amawalk Road where the same is intersected by Lot 3456 and 3457 as shown on a certain map entitled "Third Map of Lake Carmel, etc.", said map filed in the Putnam County Clerk's office on February 2, 1931 as map number 130-BB.

Thence running in a northerly direction across Amawalk Road (paper road) as shown on the filed map referred to above, North 14 degrees, 33 feet, 00 inches west 40 feet to a point.

Thence running in an easterly direction along in a portion of the northerly boundary line of Amawalk Road (paper road) as shown on the filed map referred to above, North 72 degrees, 56 feet, 30 inches East 100.15 feet to a point.

Thence running in a southerly direction along the easterly terminus of Amawalk Road (paper road) as shown on the filed map referred to above, South 13 degrees, 55 feet, 00 inches East 40.05 feet to a point.

Thence running in a westerly direction along a portion of the southerly boundary line of Amawalk Road (paper road) as shown on the filed map referred to above, South 72 degrees, 56 feet, 30 inches West 99.70 feet to the point or place of beginning.

Containing 3,996 square feet or 0.091 acres.

29. None of the Defendants has any fee interest in or right of use over the Driveway Parcel owned by Hansen as described in Paragraph 28, above.

30. All of the real property hereinbefore described as the Driveway Parcel was part of a parcel of land purchased by Hansen from Fred A. Johnson and Andrea K. Johnson.

31. The Driveway Parcel, a portion of which is used as a private roadway or driveway referred to herein, has never been improved, paved, physically located, accepted, and/or dedicated for use as a public highway or in any other capacity by the Town.

32. Hansen has direct access to 29 Amawalk for ingress and egress thereto on and over the Driveway Parcel to Amawalk Road.

33. Any estate or interest claimed, or which may be claimed by the Town in and to the Driveway Parcel as described in Paragraph 28, above, is invalid and ineffective as against the estate in interest of Hansen in that the access or rights of access of the Town does not extend to nor is the same dependent upon the use of said described premises of Hansen.

34. Upon information and belief, there are no defendants either known or unknown to Hansen that have not herein been joined as a party and there is no defendant who is or might be an infant, mentally retarded, mentally ill, or an alcohol abuser.

35. Upon information and belief, any judgment granted herein will not affect any person or persons not impeding or ascertained at the commencement of this action, who by any

contingency contained in a devise or grant or otherwise, could afterward become entitled to a beneficial estate or interest in the aforesaid premises, and every person in being who would have been entitled to such an estate or interest, if such event happen immediately before the commencement of this action is named as a party hereto.

36. It appears by the public records that the Town may claim some estate or interest in the Driveway Parcel, which belongs to Hansen, and of which a description is given in Paragraph 28, above, or that the Town claims or may claim to have, or it appears by the public records that the Town may claim some estate or interest in a part of the Driveway Parcel, the exact nature, extent, and quality of which claims, except as herein specified, are unknown to Hansen.

37. However, Hansen alleges that all claims the Town may exact as to the Driveway Parcel and any improvements thereon are invalid and of no force and effect and that all such claims have been wholly and effectually extinguished, cut off, and barred by the delivery of a deed to Hansen as well as or, in the alternative, the Town's voluntary abandonment of any interest and/or claim in and to the Driveway Parcel, and that Hansen is seized and possessed of the Driveway Parcel free of, and wholly discharged from, any and every claim, demand or encumbrance.

38. No personal claim is made against any defendant to this action except a defendant who shall apply to Hansen's claims as set forth herein.

**AS AND FOR A SECOND  
CAUSE OF ACTION AGAINST DEFENDANTS**

39. Hansen incorporates by reference all prior paragraphs as though set forth herein.

40. This action is brought pursuant to RPAPL Article 15 to compel the determination of claims to certain real property identified herein as the Driveway Parcel, which lies in the bed of part of 29 Amawalk.

41. It appears from the public records that the Town claims or may claim an interest or estate adverse to that of Hansen as to the Driveway Parcel as set forth in Paragraph 28, above, the exact nature, quality, and extent of which is unknown to Hansen.

42. Any rights that the Town allegedly has or had in into the Driveway Parcel as aforestated, has hereto fore been extinguished by abandonment and nonuser in excess of twenty (20) years prior to the commencement of this action.

43. The Driveway Parcel as described in Paragraph 28 hereof has been regularly and continually in the possession of Hansen and its predecessors in title for over thirty (30) years prior to the commencement of this action, and said possession has been open, notorious, continuous, and under claim of right adverse of any rights of the Town herein.

44. By reason of the facts above referenced, the Town is estopped from claiming any title, estate, or interest in the real property identified as the Driveway Parcel and more fully described in Paragraph 28, above.

45. Any estate or interest in the Driveway Parcel as described herein that the Town claims or may claim in the Driveway Parcel is ineffective and invalid as against the title and interest of Hansen in and to the Driveway Parcel, and Hansen now owns and holds the Driveway Parcel in fee, free and clear of all estates or interests of every kind and nature existing in favor of or claimed by or through the Town.

46. The Town is known and is not an infant, mentally retarded, mentally ill, or an alcohol abuser.

47. Upon information and belief, there are no defendants either known or unknown to Hansen that have not herein been joined as a party and there is no defendant who is or might be an infant, mentally retarded, mentally ill, or an alcohol abuser.

48. Upon information and belief, any judgment granted herein will not affect any person or persons not impeding or ascertained at the commencement of this action, who by any contingency contained in a devise or grant or otherwise, could afterward become entitled to a beneficial estate or interest in the aforesaid premises, and every person in being who would have been entitled to such an estate or interest, if such event happen immediately before the commencement of this action is named as a party hereto.

49. No personal claim is made against any defendant to this action except a defendant who shall apply to Hansen's claims as set forth herein.

**AS AND FOR A THIRD  
CAUSE OF ACTION AGAINST DEFENDANTS**

50. Hansen incorporates by reference all prior paragraphs as though set forth herein.

51. Hansen and their immediate predecessors-in-title have occupied and possessed the Driveway Parcel under a claim of right that it is the owner in fee simple since 1979.

52. Hansen and their predecessors-in-title occupied and possessed the Driveway Parcel in a manner adverse to the interests of the Town.

53. Hansen's occupation, improvement, and possession of the Driveway Parcel was without consent or permission of the Town, and thus hostile to its estate in said property.

54. Hansen and their immediate predecessors-in-title have actually possessed the Driveway Parcel since 1979.

55. Hansen and their immediate predecessors-in-title have openly and notoriously possessed the Driveway Parcel with regard to the Town and its predecessor-in-title, if any, by performing maintenance thereon and by regularly using said property.

56. Hansen and their immediate predecessors-in-title have exclusively possessed and utilized the Driveway Parcel since 1979.

57. Hansen and their immediate predecessors-in-title have continuously possessed and utilized the Driveway Parcel since 1979 without interruption.

58. By their use, occupation, and improvements to the Driveway Parcel, Hansen and their immediate predecessors-in-title have usually cultivated and/or improved the Driveway Parcel.

59. Based on the above, Hansen has obtained fee simple title to the Driveway Parcel by adverse possession and is entitled to a judgment of the Court declaring such rights.

**AS AND FOR A FOURTH  
CAUSE OF ACTION AGAINST DEFENDANTS**

60. Hansen incorporates by reference all prior paragraphs as though set forth herein.

61. Hansen and their immediate predecessors-in-title have actually possessed the Driveway Parcel since 1979

62. Hansen and their immediate predecessors-in-title have improved, maintained, usually cultivated, and made improvements to the Driveway Parcel for more than ten (10) years.

63. Hansen and their immediate predecessors-in-title have continuously occupied Driveway Parcel in a manner adverse to the rights of the Town and its predecessors-in-title, if any, since 1979.

64. The Town's claims in and to the Driveway Parcel constitutes a threatened cloud on title to the Driveway Parcel.



65. Hansen has no adequate remedy at law.

66. Based on the above, the Court has the authority to remove the Town's threatened cloud on title to the Driveway Parcel and declare fee simple title in the Driveway Parcel to Hansen.

**AS AND FOR A FIFTH  
CAUSE OF ACTION AGAINST DEFENDANTS**

67. Hansen incorporates by reference all prior paragraphs as though set forth herein.

68. Hansen and its immediate predecessors-in-title have maintained and possessed the Driveway Parcel in its exclusive control since 1979, which is a period of more than ten (10) years.

69. Hansen and their immediate predecessors-in-title have enjoyed undisturbed possession of the Driveway Parcel for more than ten (10) years.

70. Hansen and their immediate predecessors-in-title have and continue to use, occupy, cultivate, and maintain the Driveway Parcel as their own real property in fee simple for more than ten (10) years.

71. The location of Driveway Parcel and the right of way thereon have not materially changed since at least 1979.

72. Upon information and belief, neither the Town nor its predecessor-in-title, if any, have materially altered the Driveway Parcel and thus have acquiesced that it represents real property held in fee simple by that of Hansen.

73. Hansen is entitled to the legal presumption that the unchanged conditions and location of the Driveway Parcel Property conclusively prove and represent real property continuously held in fee simple by Hansen and its predecessors-in-title.

74. Accordingly, the Town is estopped from disturbing Hansen's interests in and to the Driveway Parcel as Hansen is the true record owner in fee simple thereof.

75. Hansen has no adequate remedy at law.

76. Based on the above, the Court has the authority to remove the Town's threatened cloud on title to the Driveway Parcel and declare fee simple title in the Driveway Parcel to Hansen.

WHEREFORE, Hansen demands judgment against the Town for the following relief:

- (i) that the Town, any heirs, successors, and/or assigns, duly authorized agents, and all persons claiming thereunder be forever barred from all claim to an estate or interest in the real property described in Paragraph 28 of this complaint and any improvements thereon;
- (ii) that it be adjudged and finally determined that Hansen is the lawful owner and is vested with an absolute and unencumbered title in fee to the property described in Paragraph 28 of this complaint and any improvements thereon;
- (iii) that the sole and complete possession of the premises described in Paragraph 28 of this complaint be awarded to Hansen and that Hansen remain in possession of said premises;
- (iv) that Hansen recover its costs, disbursements, and allowances against any and all defendants answering in this action; and
- (v) that Hansen has such other and further relief as to the Court may be deemed just, proper, and equitable.

Dated: June \_\_, 2017  
Carmel, New York

**WILLIAM A. SHILLING, JR., P.C.**

By: \_\_\_\_\_  
Michael V. Caruso  
122 Old Route 6  
Carmel, New York 10512  
(845) 225-7500

*Attorneys for plaintiffs*

Louis M. Fernandez  
Director of Recreation and Parks



Town of Kent Recreation and Parks Department  
25 Sybil's Crossing Kent Lakes, NY 10512

Telephone: (845) 531-2100  
Fax: (845) 225-5130

Email: [recreation@townofkentny.gov](mailto:recreation@townofkentny.gov)  
Webpage: [www.townofkentny.gov](http://www.townofkentny.gov)

September 1, 2017

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

Subject: Start Smart Soccer Personnel – Permission to Hire

Dear Town Board Members,

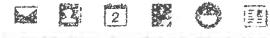
The Start Smart Soccer Program is set to begin on Saturday, September 16. We have just over 50 registrations at this time and I would like to hire 5 Start Smart Assistants at a rate of \$140 for the program. The position was advertised to the general public and we have 5 strong candidates. All of them have worked or volunteered for the Town in the past and are hardworking, responsible and dependable. We received no additional applicants.

The five candidates I would like to hire are Andrew Fernandes, Kaylie Mallegol, MaryEllen Kelly, Reese Wong and Brian Mirchin. This gives us a ratio of approximately 1 instructor to 10 participants and will allow us to take an additional 10-12 registrants if need arises. Thank you for your consideration in this matter.

Sincerely,

Louis Fernandez  
Director of Recreation and Parks

All Bill and Bern Huestis, search your mailbox



- Compose
- Inbox (1314)
- Drafts (117)
- Sent
- Archive
- Spam (64)
- Trash (17)
- Smart Views
- Folders
  - Notes
- Recent



Advisory Board info (2) People

Bill Huestis As discussed, ca Today at 9:50 AM

Gilchrist, Jim <jrg@ci.carmel.ny.us> Today at 10:51 AM To Bill Huestis

Bill,

Attached is the info you are looking for. The two open meetings (April/October) are a great way to hear from the community. Most of our Park/Program additions/improvements are from the open meetings.

I would recommend that the Town Board develops a "Statement of Philosophy" (attached) first and then put together an Advisory Committee. The Advisory Committee should be appointed by the Town Board and report to the Town Board. The Town Board should try not to micromanage the Recreation Dept., let the Committee oversee the Recreation Dept. and report back to the Town Board.

We have a lot of volunteer projects in our Parks and the attached SOP seems to help.

Feel free to contact me anytime to help you guys thru this process,

Good luck,

Jim

> Show original message

3 Attachments View all Download all



Rules (5).doc Statement...pdf SOP for v....pdf

Reply Reply to All Forward More

Click to Reply, Reply All or Forward

Send

Attachment icon

Rich text editor icons: Text, Bold, Italic, Underline, Bulleted list, Numbered list, Indent, Link, Smiley, Undo

Trash icon

## Recreation and Parks Advisory Committee

The committee shall consist of up to twelve members who are residents of the Town and shall be appointed by the Town Board. The term of each member of the Committee shall be three years. The members of the Committee shall be comprised of various stakeholders in the community (arts councils, sports associations, senior groups, etc.)

Committee members shall serve until their successors are appointed. Vacancies in the Committee occurring other than by expiration of the term shall be for the unexpired term.

### Powers and Duties

- A. Periodic review and evaluation of all recreation programs and plans prepared by the Director of Recreation and Parks to ensure continuation of a useful, effective and timely recreation program.
- B. Establishment of recreation fee schedules, parks use rules, and recreation and parks program priorities.
- C. Review of the annual proposed operating and capital budget submission for the Recreation and Parks Department prepared by the Director of Recreation and Parks.
- D. Public consideration and hearing of suggestions, ideas and comments from residents and local organizations concerning recreation programs, plans, parks, activities, and priorities.
- E. Development of cooperative relationships with local schools and with all civic and community groups concerned with recreation.
- F. Development of good sportsmanship codes and safety programs in the use of the recreation facilities.
- G. Such other powers and duties as the Town Board Trustees shall from time to time establish.
- H. The Committee will recommend the use of the Parkland Trust Fund and the Town Board will approve the expenditures.

### Officers

- A. The members of the Committee shall elect the Chairman and Vice-Chairman of the Committee and such other officers as they deem necessary, to serve until the expiration of the terms for which they were appointed by the Town Board. Members shall not be elected more than two (2) consecutive times to the position of the Chairman and Vice-Chairman.

B. The Chairman shall preside at all meetings and shall appoint all Committees. The Vice-Chairman shall fulfill the duties of the Chairman in his/her absence.

### Meetings

A. Regular meetings shall be held at least once a month and the Committee shall fix the day and hour for holding such meetings. Special meetings shall be held at the call of the Chairman. Decisions of the Committee shall be made by a majority vote of the members present.

6/14/06

# Town of Carmel

## Carmel Recreation and Parks Department Statement of Philosophy

The mission of the Carmel Recreation and Parks Department is to provide leadership in coordinating and conducting constructive recreational activities to contribute to the development of personality, creativity, self-expression, self-discovery and acquisition of new skills for the maximum benefit of all citizens in the Town of Carmel. Recreation must also maintain and develop existing parks, while identifying and planning for future park land in the Town as a means of meeting current needs and future demands of all citizens within the town, building and sustaining to the utmost the Town of Carmel parks system, with the purpose of making the Town of Carmel a better place to live.

### GOALS

- A. **Parks and Recreation Facilities** – Provide a variety of facilities to meet the interests and needs of the community. These facilities provide places for the people to go and use equipment for their own unorganized and unsupervised enjoyment. This includes such facilities such as parks, picnic areas, tennis courts, paddle tennis, bike/walking path, ballfields, beachfront, boating, etc.

#### Guiding Principles

- a. A five year recreation master plan should be developed and reviewed on an annual basis.
- b. The master plan should call for the replacement of facilities and equipment, as well as additional facilities that will be needed in the future.

- B. **Programs and Services** – Community recreation programs should be directed toward the widest possible range of recreational activities. Recreation programs cover the whole field of human interest and are essentially a matter of attitude. In view of this latitude, the Recreation Department must be sensitive to the changing conditions and needs of the Town's residents. Flexibility, therefore, becomes an essential quality in the program. Programs are based on the specific interests and needs of the people. It should not be standardized and patterned upon the desires of the department, but rather should reflect the genuine recreation needs of the Town.

#### Guiding Principles

- a. Individual programs should be designed to satisfy all levels of interest, i.e. a tennis program should include general play, instruction, tournaments, team play, etc.
- b. Promote an awareness and appreciation for physical fitness.
- c. Promote an awareness and appreciation for the arts.
- d. Develop life-time recreational interests (golf, tennis, swimming, etc.)
- e. Provide programs that the whole families can participate in.
- f. Work with and provide programs for teenagers.
- g. Introduce new and innovative programs.

- h. Provide programs for special populations (senior citizens, disabled, etc.) Generally speaking, Government has a responsibility to provide programs for this population.
- i. More importance should be placed on the quality of programs rather than the quantity of programs.
- j. The Recreation and Parks Department should work very closely with other Town organizations, as well as the private and voluntary sectors of the community to avoid costly duplication of programs.

C. **Financing** – With tax rates soaring and governmental costs increasing, the practice of partial financing of public parks and recreation services by using revenue producing facilities as well as a program of fees and charges has become more appealing to citizens. Since the creation of the Recreation and Parks Advisory Committee (formerly Recreation Commission), Carmel has informally adopted the philosophy that those residents who derive the direct benefit from the Recreation and Parks Department should pay for this service through a user's fee.

Guiding Principles

- a. For all special facilities such as tennis courts and the beachfront, all direct cost for operations and maintenance should be covered by the user fee. Improvements and capital expansion should be evaluated each time as any improvement to the physical plan effects the life of all residents.
- b. For the parks systems, all general maintenance and improvements should be borne by the taxpayer.
- c. Generally speaking, administration and office expenses should be borne by the taxpayer with the exception of major revenue producing programs such as Day Camp, tennis and the waterfront.
- d. All instructional programs should be self-sustaining.

D. **Refund Policy** – The policy of the Recreation and Parks Department is to issue refunds only for serious illness or calamity in the immediate family, or when the Recreation and Parks Department cancels a program. When a refund is given for serious illness or calamity in the immediate family, a processing fee will be established by the Recreation and Parks Advisory Committee.

E. **Maintenance** – Generally speaking, the aim of a maintenance program is to provide and maintain park areas and recreation facilities in the most functional, attractive, clean, sanitary, safe, and convenient manner possible.

Guiding Principles

- a. Develop and maintain a standard level of maintenance for the park, ballfields, and recreation facilities.
- b. Develop and maintain a work order system.
- c. Develop and maintain a check list for routine inspections of the park and facilities.
- d. Develop and maintain a maintenance scheduled for each park and the recreation facilities.



# Standard Operating Procedure for Volunteer Projects at all Town of Carmel Recreation Facilities

**TO:** Carmel Town Board  
Engineering Department  
Recreation Advisory Board  
ST Environmental Services

**DATE:** May 22, 2015

**FROM** Jim Gilchrist

## 1. INTRODUCTION

Volunteer projects are often an economical method of providing physical improvements to the recreational assets of the Town of Carmel. Likewise, programs and events produced through volunteer efforts, provide substantive gap filling to existing Town funded programs and events. The fact that the Town of Carmel has such a spirit of volunteerism is a huge benefit to the Recreation Department. This Operating Procedure is intended to provide clear guidance to both Volunteers and Town Staff in processing proposals from volunteer sources.

## 2. PROJECT INCEPTION POINT OF CONTACT

Generally, the volunteer ideas for projects or program begin at any of one three Town of Carmel contact points:

1. Directed to the Town Board- this could be either collectively or individually.
2. Directed to the Recreation committee- this could be either collectively or individually
3. Directed to Director of Parks and Recreation (Director) or Staff. - In any case where staff is approached, they must direct that person to the Director of Parks and Recreation.

## 3. PROCESSING THE PROJECT OR PROGRAM

The inception point of contact should refer the matter to the Director. This should be the case even if the contact is a Town Board Member. While it is recognized that the Town Board has ultimate authority to approve or disapprove any project, to do so without proceeding in a set methodology would usurp the intent of this SOP. The inception point of contact should provide the Director with a general overview of what has been proposed along with all contact information for the volunteer(s). The Director will meet with the volunteer(s) and have them complete the attached intake form entitled \_\_\_\_\_ . At this point, the matter will be placed on the agenda of the Recreation Advisory Committee for presentation. The volunteer may be invited to

attend the meeting and address the Advisory Board. The Director will notify the Town Board's Confidential Secretary of the time and date of the meeting, along with the completed \_\_\_\_\_ (to be completed by email). The Town Boards Confidential Secretary shall send this Town Board the information so that the Town Board is alerted as to the pendency of the project/program presentation at the Recreation Advisory Committee. The Recreation Advisory Board shall hear the matter to completion and shall recommend the Town Board whether the projects should be approved or not.

#### **4. ACTION BY THE TOWN BOARD**

Upon receipt by the Town Board of the recommendation of the Recreation Advisory Board, the Town Board shall take whatever action it deems fit. In the case of an approval a project, the matter shall be referred to the Engineering Department design approval, coordination and inspection. In the case of a program, the matter will be referred back to the Director for coordination and scheduling.

#### **5. ENGINEERING DEPARTMENT OVERSIGHT**

The Engineering Department will exercise its discretion in determining what level of design, coordination and oversight the project requires. If the project is structural in nature, the Engineering Department shall request input from the Building Inspector. The Engineering Department will work with the volunteer to develop any need plans and specification, scheduling and inspection as necessary. The Engineering Department shall obtain any and all regulatory permits and/or approvals. After completion of the work and final inspection and approval from the Engineering Department and Building Department, the project may be opened for public use.



**PROJECT INFORMATION WORKSHEET**  
**FOR STANDARD OPERATION PROCEDURES FOR**  
**VOLUNTEER PROJECTS**

Name: \_\_\_\_\_ Preferred Telephone(s) #: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Email Address: \_\_\_\_\_

Brief Project Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

How will your project be helpful to the Town? Why is it needed: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Project start date: \_\_\_\_\_ Project completion date: \_\_\_\_\_

Approximately how many people will be needed to help with the project? \_\_\_\_\_

Where / how will you recruit them? \_\_\_\_\_  
\_\_\_\_\_

Materials: What types of materials, if any, will you need (lumber, nails, paint, etc.)? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Supplies: What kind of supplies, if any, will you need (food, refreshments, tarps, tape, trash bags, etc.)? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Tools: What tools or equipment, if any, will you need? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Other Needs (other expenses that you might encounter): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**PROJECT INFORMATION WORKSHEET**  
**FOR STANDARD OPERATION PROCEDURES FOR**  
**VOLUNTEER PROJECTS**

**Preliminary Cost Estimate:** You do not need exact costs yet. The Town needs to see if you funds are available to cover initial estimate of expenses. Include the value of donated material, supplies, tools, and other items; it is not necessary to include the value of items that will be loaned at no cost.

Materials:	
Supplies:	
Tools:	
Other:	
<b>Total Cost:</b>	

**Project Phases:** Think of your project in terms of phases and list what they might be. The first may be to complete your final plan; other phases may include fundraising, preparation, execution, reporting, etc. Brief one line descriptions are sufficient.

1	
2	
3	
4	
5	
6	
7	
8	

**Work Processes:** Prepare a step-by-step list of what must be done and how it will come together (site preparations, sizing, assembly, fastening of materials, uses of supplies and tools, etc. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Subject:** Erecting a wharf on Lake Carmel  
**Date:** Thursday, July 6, 2017 at 1:33:12 PM Eastern Daylight Time  
**From:** Rob Ulich  
**To:** Maureen Fleming  
**CC:** Supervisor

Supervisor Fleming:

As follow up to our conversation that took place in your office on June 30th, I am submitting the attachment (ulich dock sketch 7-6-17.pdf) to erect a wharf on Lake Carmel and request this item be placed on the agenda for the Town Board meeting scheduled Tuesday July 11, 2017, as per town code 50-14B;

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

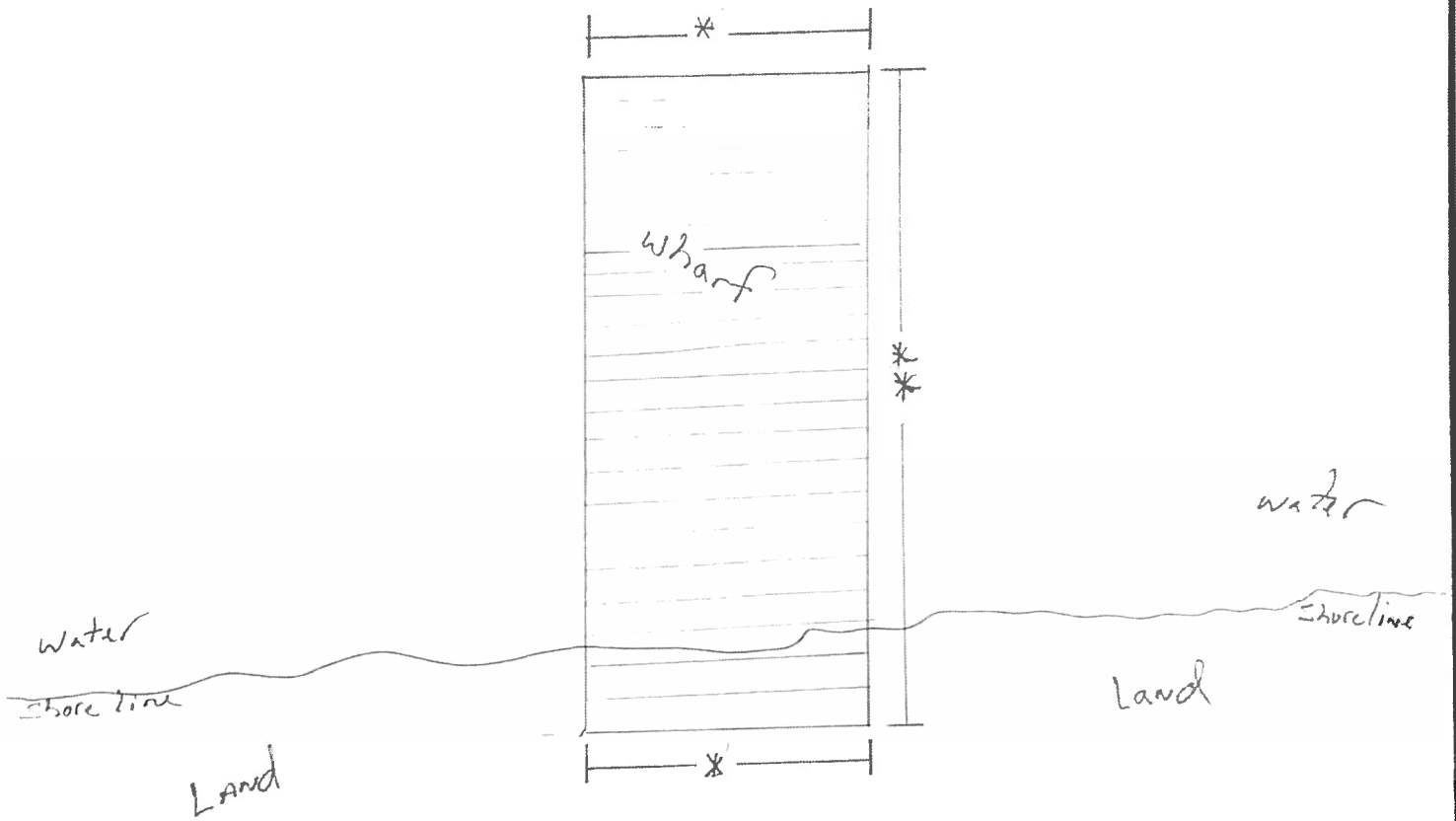
It is my intention to maintain, place into and remove from the waters of Lake Carmel, this seasonal floating dock which will be accessible to all park district inhabitants.

Please contact me should you require additional information and I also ask that you please confirm receipt and legibility of this email (and attachment 1) by reply.

With kind regards,

Robert Ulich  
5 Teatown Ct.  
Kent Lakes, NY 10512

Lake Carmel  
(Not to scale)



Teatown Ct.

\* No greater than 4'  
\* No greater than 20'

Robert Ulich  
5 Teatown Ct.  
845-225-7649  
(Attachment 1)

**Subject:** Request for confirmation document

**Date:** Wednesday, August 16, 2017 at 9:42:50 AM Eastern Daylight Time

**From:** Rob Ulich

**To:** pcm6@cornell.edu

**CC:** Paul Denbaum, Maureen Fleming

**Category:** Kent Residents

Co-Chair Pat Madigan:

Thank you and the members of the Lake Carmel Park District Advisory Board for allowing the time to discuss my proposal with the Kent Town Board to erect a wharf for placement on the shore of Lake Carmel.

I have been asked to acquire written confirmation of the LCPDAB's agreement with the "concept" and "support the thought of adding a floating dock", as stated during the meeting on August 14, 2017. If you would be so kind to provide this directly to the Town Supervisor (and carbon copy me) by August 25, 2017, it would be greatly appreciated. This will assist me in moving forward with seeking town board approval.

Regards,

Bobby Ulich

## **Lake Carmel Park District Advisory Board**

In response to a recent request made by a Lake Carmel resident to the Kent Town Board, the consensus of the LCPDAB is as follows:

While we conceptually have no objection to adding a dock to Lake Carmel, we do believe that the Kent Town Board should address the issue of liability and feasibility. In addition we strongly support a town code addition that will provide all residents with a standard/model that can be referenced in the future. It would also be helpful to clarify where these docks would be located and how access can be achieved.

It is the recommendation of the Lake Carmel Park District Advisory Board (LCPDAB) that the Kent Town Board act on the following:

Establish a clear town code addressing the issue of docks - stationary or floating, either already established in Lake Carmel, or wanting to be erected in Lake Carmel by Lake Carmel Residents. It is not intended that the docks at public beaches (2, 3, 4 & 7) be included in said code. The Advisory Board is not proficiently knowledgeable in the engineering and legal factors that need to be considered in developing such code, however we do offer the following guidelines:

### **Existing docks:**

Current landowners, where docks currently stand, have a choice:

1) Accept ownership and therefore maintenance of said dock, subject to yearly, pre-season inspection. Since all docks in Lake Carmel are for public use, the insurance and liability issue must be addressed. It is important that compliance with ownership must be made clear prior to the potential homeowners decision to acknowledged ownership.

If these existing docks do not conform to code requirements, adopted by the Town of Kent, a decision must be made if these docks can be grandfathered-in to a pre-code time period.

2) If no homeowner accepts ownership of a dock is to be removed by the Park District.

### **New Dock Applications and Requirements:**

- 1) Type of dock - Stationary or free-floating
- 2) Minimum and Maximum size
- 3) Safety requirements
- 4) Accepted construction materials
- 5) Approvals granted by the DEP

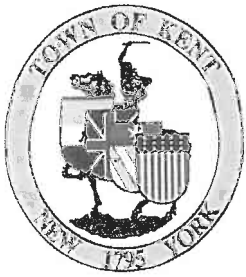
### **Yearly Inspections:**

- 1) Performed by: Kent Code Enforcement Officer (?)
- 2) Steps needed to be taken, and by who, if a dock fails an inspection
- 3) Grace period to be given to make necessary repairs
- 4) Action to be taken upon non-compliance.

**Proposed** by Kathleen Wiede, member Lake Carmel Park District Advisory Board  
**Approved** and **Submitted** by the Lake Carmel Park District Advisory Board

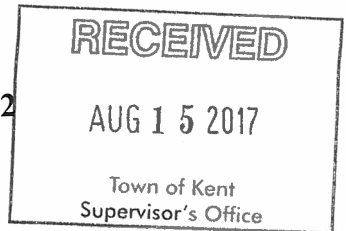
August 22, 2017





## CODE ENFORCEMENT

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



August 15, 2017.

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

Enclosed please find violation issued by William Walters, acting as agent for the town of Kent in the capacity of Building Inspector and bids for correction.

Location requiring correction and lowest bid for the site:  
386 Route 52 Fee: \$1,300.00.

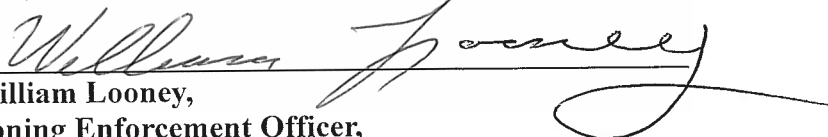
Site owner has not responded to Notices of Violation.

The above stated bid has been proposed by FI Adams Inc.

Putnam Handyman Construction failed to submit a bid.

Dirt and Demolition Inc. failed to submit a bid.

For your consideration and approval:

  
\_\_\_\_\_  
William Looney,  
Zoning Enforcement Officer,  
Town of Kent.

# Estimate

## FI Adams, Inc.

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

## For:

Town Of Kent Billy Looney  
386 Route 52  
Carmel, N.Y

**Estimate No:** 111  
**Date:** Aug 12, 2017

Description	Quantity	Rate	Amount
Clean up yard around house	1.00	\$1,300.00	\$1,300.00

\* Indicates non-taxable item

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Subtotal	\$1,300.00
TAX (0.00%)	\$0.00
<b>Total</b>	<b>\$1,300.00</b>



Town of Kent  
Office of the Building Inspector  
25 Sybils Crossing  
Kent Lakes New York 10512  
845-225-3900

Called  
Service link 3/18/17  
@ 10:30 am  
Sent more pictures  
5/22/17

## ORDER TO REMEDY VIOLATION

Antal Varga  
386 Route 52  
Carmel NY 10512

Date: 1/23/17  
Tax Map# 33.18-1-42  
Report # C-2017-0002

Antal Varga  
386 Route 52  
Carmel NY 10512

RE: Complaint: Pile of trash and refuge outside building and lawn

Further investigation found the following violation(s):

***As per IPMC Code: \*308.1 Accumulation of rubbish or garbage. \*  
/Exterior property /and /premises, /and the interior of every structure,  
shall be free from any accumulation of /rubbish /or garbage.***

***IPMC-\*308.2 Disposal of rubbish. \****

***Every /occupant /of a structure shall dispose of all /rubbish /in a  
clean and sanitary manner by placing such /rubbish /in /approved  
/containers.***

### **Town of Kent code 55A-11 Responsibility of owners, operators or occupants.**

A. In furtherance of the purposes of this chapter, it shall be the duty and responsibility of the owner, operator or occupant of premises to comply with all of the requirements and standards of this chapter, to keep the premises free of conditions which constitute violations hereof and to promptly remove, prevent or abate such conditions.

B. Maintenance of exterior.

(1)The exterior of all premises shall be kept free of the following matter, materials or conditions:

(a)Refuse or rubbish as hereinbefore defined.