

TOWN OF KENT
Organizational Meeting
January 8, 2019

Executive Session – 6:15 p.m.

Discussions regarding proposed, pending or current litigation; matters leading to the appointment, employment of a particular person or corporation

Public Hearing – 7:00 p.m.

Lake Carmel Fire Department Contract

Workshop

1. Pledge of Allegiance
2. Highway Department - bids for materials
3. Recreation Department - hiring basketball Scorekeepers and Start Smart Assistants
3. Announcements
4. Public Comment

Meeting

1. Roll Call
2. Set schedule for Town Board Workshops and Meetings
3. Set salaries of non-union employees pursuant the 2019 Adopted Budget
4. Reappoint Bill Huestis - Deputy Supervisor
5. Reappoint Town Supervisor - Budget Officer
6. Reappoint Tamara Harrison - Supervisor's Confidential Secretary
7. Reappoint Yolanda Cappelli - Access to Records Clerk
8. Reappoint Yolanda Cappelli - Registrar of Vital Statistics
9. Reappoint Yolanda Cappelli - Marriage Officer
10. Reappoint Lauren Louderback - Deputy Town Clerk 1
11. Reappoint Lucy Pirro - Deputy Town Clerk 2
12. Reappoint Lauren Louderback - Deputy Registrar of Vital Statistics
13. Reappoint Michele Sclafani - Court Clerk to Judge Timothy Curtiss
14. Reappoint Annette Flaherty - Court Clerk to Judge Kevin Douchkoff
15. Reappoint Arleen Larzelere - Deputy Receiver of Taxes
16. Reappoint Ron Calkins - Deputy Fire Inspector
17. Appoint TJ Donahue - Assistant Fire Inspector
18. Reappoint Justin Byrne - Assistant Fire Inspector
19. Reappoint Mahopac National Bank - Bank Depository and Putnam County Savings Bank and Putnam County National Bank Additional Bank Depositories
20. Reappoint Putnam County Press - Official Newspaper, and any other newspaper as needed
21. Reappoint Erika Nitz - Beautification Committee Chairperson
22. Reappoint Beth Herr - Conservation Advisory Committee Chairperson
23. Reappoint Anne Balant-Campbell - Conservation Advisory Committee Member - 5 year term to expire 12/31/23
24. Reappoint Bill Buck - Conservation Advisory Committee Member - 5 year term to expire 12/31/23
25. Reappoint Pat Ravert - Lake Carmel Community Center Board Chairperson
26. Appoint Brett Harrison - Lake Carmel Park District Advisory Board Chairperson
27. Reappoint Dorian D'Ausilio - Lake Tibet Park District Advisory Board Chairperson
28. Reappoint Phil Tolmach - Planning Board Member - 7 year term to expire 12/31/25

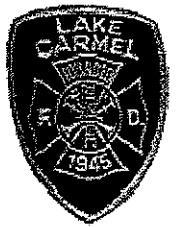
29. Reappoint Phil Tolmach - Planning Board Chairperson
30. Reappoint Dennis Lowes - Planning Board Vice Chairperson
31. Reappoint Bruce Barber of Cornerstone Appraisals, Inc. - Planning Board Environmental Consultant
32. Reappoint Julie Mangarillo of Rohde, Soyka & Andrews Consulting Engineers, PC - Planning Board Engineer
33. Reappoint Liz Axelson of Clark Patterson/Morris Associates - Planning Board Planner
34. Reappoint Howard Carpenter - Kent Recycling Commission Co-Chairperson
35. Reappoint Susan Kotzur - Kent Recycling Commission Co-Chairperson
36. Appoint Janet Barnard - Kent Recycling Commission - 5 year term to expire 12/31/23
37. Reappoint Curtis Watkins - Kent Recycling Commission - 5 year term to expire 12/31/23
38. Reappoint Kathy Kahng - Stormwater Management Committee Chairperson
39. Reappoint Audrey Calogero - Chairperson of Water District #1
40. Appoint Cemco Plumbing Water District #1
41. Reappoint Carol Croston - Water District # 2 Chairperson
42. Reappoint Cemco - Water District # 2 Operator
43. Reappoint Gordon Moccio - Zoning Board of Appeals Chairperson
44. Reappoint Joseph Grieco - Zoning Board of Appeals Member - 5 year term to expire 12/31/23
45. Authorize Town Clerk to Publish Legal Notices
46. Authorize Town Clerk to Advertise Notice for Bids
47. Authorize Town Clerk to Advertise Highway Department's Bids
48. Authorize Town Clerk to Draw Warrants
49. Reappoint Hogan & Rossi as Legal Counsel to the Town Board
50. Authorize the Supervisor to pay upon receipt of Authorized Warrants and Contracts, Hospitalization, Telephone, Electric, Gas, Social Security, Freight and other similar bills as per Town Law Section 29(4)
51. Authorize Emergency Purchases - Highway \$8,000.00
52. Authorize Emergency Purchases - Sanitation \$2,000.00
53. Authorize Emergency Purchases - Municipal Repairs \$3,500.00
54. Authorize Emergency Purchases - Other Departments \$2,000.00
55. Authorize Highway Superintendent to hire Jeeps and trucks for snow plowing
56. Approve hiring basketball Scorekeepers for Recreation
57. Approve hiring basketball Start Smart Assistants
58. Set mileage rate per IRS at 58 cents/mile
59. Set Holiday Schedule as per employee handbook and collective bargaining agreements
60. Approval of Vouchers
61. Public Comments



Lake Carmel Fire Department

851 Route 52
Carmel, NY 10512

Phone: (845) 225-3730 – Fax: (845)225-0460



Chief

T.J. Donohue

1st Asst. Chief

Justyn Lewis

2nd Asst. Chief

Ken Luanzinger

President

Wm. Walters

Vice President

Ed. Schaeffler Jr.

December 27, 2018

Dear Supervisor Maureen Fleming
and Town Board members,

The Lake Carmel Fire department has reviewed our previous submission of a request for a two – year contract, after a meeting with the Town Supervisor, The Chief office has made some revisions to some budget lines and has gone through all the numbers for equipment cost which they have projected in the budget. The Board of Directors has now instructed me to offer this revised contact request.

The Lake Carmel Fire Department is no longer asking for a two-year contact, but rather a one – year contract in the amount of **\$983,445**. 1.98% increase over last year budget. **\$10,000** will be held from this contract price in reserve in the town budget, line 3410-200-SF-1 for county radio system.

Although there have been some small revisions to some line there was an increase to the line for medicals due to new information on how we must proceed to meet the new cancer bill requirements. We are still working through the additional insurance cost of the New York State mandate, and what it will mean to our Department. These cost are not reflected in this contract.

We will be working on next year's contract almost immediately as it appears it will be very challenging task to attain a contract that will be fair to all parties. Costs for equipment are going up and the new state mandated cancer bill will not be going away

Thank you to the Board for their time and consideration.

Wm. Walters

President, LCFD

**FIRE PROTECTION CONTRACT
TOWN OF KENT
LAKE CARMEL FIRE PROTECTION DISTRICT NO. 1**

THIS AGREEMENT made this day of December, 2018, by and between the Town of Kent, a municipal corporation of the State of New York, having an office and place of business at 25 Sybil's Crossing, Carmel, New York 10512, (hereinafter referred to as the "TOWN"); and the LAKE CARMEL FIRE DEPARTMENT, INC., having its business offices at 851 Route 52, Carmel, New York 10512 (hereinafter referred to as the "FIRE DEPARTMENT");

WHEREAS, there has been duly established in the Town of Kent a fire protection district, known as the Lake Carmel Fire Protection District No. 1 (the "DISTRICT"), which encompasses a portion of the town and is on file in the Town Clerk's office; and

WHEREAS, the FIRE DEPARTMENT has proposed to provide fire protection services to the DISTRICT for the term and for the compensation set forth below; and

WHEREAS, the TOWN and the FIRE DEPARTMENT, are desirous of entering into an agreement to provide fire protection services to the DISTRICT, and

1. The TOWN is a municipal corporation of the State of New York.
2. The TOWN desires to contract with the FIRE DEPARTMENT for fire protection services.
3. The FIRE DEPARTMENT has the necessary qualifications to provide the services desired by the TOWN.

4. The FIRE DEPARTMENT is willing to be employed by the TOWN and the TOWN is willing to employ the FIRE DEPARTMENT on the terms and conditions hereinafter set forth.

5. The TOWN has the necessary funds to pay the FIRE DEPARTMENT pursuant to the terms of this contract.

WHEREAS, BY RESOLUTION # DATED after a public hearing, the Town Board of the Town of Kent awarded the FIRE DEPARTMENT the contract to provide fire protection services to the DISTRICT, and

WHEREAS, the FIRE DEPARTMENT agrees to furnish to the TOWN fire protection services in the DISTRICT for the 2019 calendar year, and the TOWN agrees on behalf of the District to pay the FIRE DEPARTMENT as follows:

A) The sum of NINE HUNDRED EIGHTY THREE THOUSAND FOUR HUNDRED FORTY FIVE AND NO/100 DOLLARS (\$983,445.00) for the calendar year 2019; and

NOW, IN CONSIDERATION of the mutual covenants contained herein, the TOWN and the FIRE DEPARTMENT hereby agree that the terms and conditions of this Contract and the Exhibit annexed hereto shall govern the Agreement between the parties and the parties hereto further agree as follows:

SECTION I - EMPLOYMENT

1. The Members of the FIRE DEPARTMENT shall, while engaged in the performance of their duties in answering, attending upon or returning from any call provided for by this contract, shall have all the rights, privileges and immunities granted by State Law.

2. The FIRE DEPARTMENT shall at all times during the period of this contract be subject to call for attendance upon any fire occurring in the DISTRICT. When notified of a fire within the DISTRICT, the FIRE DEPARTMENT shall respond and attend upon the fire without delay with suitable equipment and personnel as in the reasonable judgment of the Fire Chief shall be necessary. Upon arriving at the scene of the fire, the firepersons attending shall proceed diligently and in every reasonable way cause the extinguishment of the fire and the saving of life and property.

3. The FIRE DEPARTMENT will provide to the TOWN the compensation amount(s) it is requesting for the new contract term by September 1, 2019, for the following year(s). The FIRE DEPARTMENT will provide a copy of its preliminary budget to the TOWN on or before September 1, 2019, prior to the publishing of the Supervisor's preliminary budget.

SECTION 2 - BEST EFFORTS OF FIRE DEPARTMENT

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

2. The FIRE DEPARTMENT shall maintain the presently provided ambulance service to the District but for only as long as the FIRE DEPARTMENT can meet

adequate staffing levels for the ambulance. The FIRE DEPARTMENT will renegotiate the Contract price if the ambulance service is reduced or discontinued.

SECTION 3 - TERMS OF EMPLOYMENT

Employment under this Agreement shall commence as of January 1, 2019 and shall continue for a period of one (1) year.

SECTION 4 - COMPENSATION OF FIRE DEPARTMENT

On or before March 15, 2019, the TOWN, in consideration of the FIRE DEPARTMENT faithfully complying with all the terms and conditions herein set forth shall pay the FIRE DEPARTMENT and the FIRE DEPARTMENT shall accept from the TOWN in full payment for FIRE DEPARTMENT's services for the year 2019, the sum listed below:

- A) The sum of NINE HUNDRED EIGHTY THREE THOUSAND FOUR HUNDRED FORTY FIVE AND NO /100 DOLLARS (\$983,445.00) for the calendar year 2019;

SECTION 5 - FIRE DEPARTMENT TO COMPLY WITH LAW

To the extent that they are constitutional the FIRE DEPARTMENT agrees to comply with the provisions of Section 103-a and 103-b of the General Municipal Law and Section 139-b of the State Finance Law, regarding waiver of immunity when called before a Grand Jury. All other provisions of law required to be made a part of this Agreement are hereby deemed incorporated herein. Performance under the terms and conditions of this Agreement

shall be subject to and in conformance with all applicable laws, rules and regulations in effect as of the date of this Agreement.

SECTION 6 - ASSIGNMENT

This Agreement may not be assigned by the FIRE DEPARTMENT or its right, title and interest therein assigned, transferred, conveyed, sublet or disposed of without the previous consent in writing of the TOWN. In addition, if ambulance service is changed it shall be the responsibility of the Lake Carmel Fire Department, Inc. to notify all residents of the Lake Carmel Fire Protection District No. 1.

SECTION 7 - REMEDIES

In the event of the failure of the FIRE DEPARTMENT to carry out the terms and conditions of this contract, the Town Board reserves the right to withhold compensation which may be due or become due until such time as the FIRE DEPARTMENT fulfills its obligations.

SECTION 8 - ENTIRE AGREEMENT

It is understood that this Agreement constitutes the entire Agreement between the FIRE DEPARTMENT and the TOWN. Should any part of this Agreement be declared void by legal ruling, all other parts shall remain in effect.

SECTION 9 - INSURANCE / INDEMNIFICATION

(A) The FIRE DEPARTMENT shall provide workers' compensation insurance for all members of the FIRE DEPARTMENT at its own cost and expense.

Furthermore, the FIRE DEPARTMENT shall provide to the TOWN a certificate of insurance evidencing the aforementioned coverage upon request.

(B) The FIRE DEPARTMENT agrees to name the TOWN as an additional insured on its Certificate of Insurance providing for insurance coverage in a minimum aggregate amount of TWO MILLION DOLLARS and providing additional coverage in said Certificate to include liability, products and completed operations. Said Certificate shall be delivered and approved by the TOWN prior to the commencement of the work.

(C) The FIRE DEPARTMENT agrees to defend, indemnify and hold harmless the TOWN, its agents, employees and representatives from any and all loss or damage arising out of the FIRE DEPARTMENT's performance of its duties under this Contract.

SECTION 10 - NONDISCRIMINATION

During the term of this contract, the FIRE DEPARTMENT agrees as follows:

In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the FIRE DEPARTMENT will not discriminate against any volunteer or applicant because of race, creed, color, sex, national origin, disability or marital status. The FIRE DEPARTMENT is subject to possible termination of this contract and forfeiture of all moneys due hereunder for a violation of this clause.

SECTION 11 - GOVERNING LAW

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

SECTION 12 - PARTIAL INVALIDITY

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

SECTION 13 - ENDORSEMENTS

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

SECTION 14 - NOTICE OF CLAIM

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

SECTION 15 - COUNTERPARTS

This Agreement is executed in four (4) counterpart originals, each of which shall constitute an original and all of which, when taken together, shall constitute one Agreement.

ATTESTATION CLAUSE

IN WITNESS WHEREOF, the parties have executed this Agreement in Kent, New York, on the date hereinabove set forth.

LAKE CARMEL FIRE DEPARTMENT, INC.

THE TOWN OF KENT

WILLIAM WALTERS, President

MAUREEN FLEMING, Supervisor

STATE OF NEW YORK

)ss.:

COUNTY OF PUTNAM

On the _____ day of _____ in the year, 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared, WILLIAM WALTERS, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK

COUNTY OF PUTNAM

)ss.:

On the day of in the year, 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared, MAUREEN FLEMING, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

HIGHWAY DEPARTMENT – Material Bids – 2019

Valid County, State and Municipal Bids can be substituted at any time

HEATING OIL & SERVICE	Mirabito Energy Products
ROAD SALT.....	Morton (State Bid)
ICE & SNOW HIGHWAY SAND F.O.B.....	Harlem Valley Sand & Gravel Inc. (Based on sieve test results)
HIGHWAY SAND DELIVERED.....	Harlem Valley Sand & Gravel Inc.
SUMMER BLACKTOP.....	Peckham Materials/Thalle Industries, Inc. (Depending on location and closed plants)
WINTER MIX.....	Package Pavement
BLACKTOP IN PLACE.....	Intercounty Paving Co. Inc.
ADS PLASTIC PIPE	Chemung Supply Corp. (Bulk), Expanded Supply Products, Carmel Winwater Works (Depending on quantity & availability)
CONES & SIGNS.....	Expanded Supply, Glenco Supply (Bulk), Traffic Lane Closures (Small orders)
CRUSHED STONE.....	Putnam Materials Corp.
HAND TOOLS & PACKAGE.....	Home Depot, Tractor Supply, Cutting Edge Equipment (Depending on availability, pricing and quality as needed)
STREET SWEEPING.....	Custom Street Services, LLC
PLOW BLADES.....	Chemung Supply Corp.
GUIDE RAIL & INSTALLATION.....	Chemung Supply Corp.
CATCH BASINS.....	Expanded Supply Products, Chemung Supply Corp., Carmel Winwater Works (Depending on size required for job)
CAST IRON GRATES.....	Expanded Supply Products, Glenco Supply Inc., Chemung Supply Corp., Carmel Winwater Works (Depending on specific material required for job)
ROADSIDE SPRAYING	Allen Chase Enterprises, Inc.
TREE WORK.....	Barney Zipkin Tree Service(Log Truck Required) Wade Tree Care Inc.(Based on overload and Emergency work)

Tamara Harrison

From: Recreation
Sent: Monday, January 07, 2019 12:39 PM
To: Maureen Fleming
Cc: Tamara Harrison
Subject: Scorekeepers & Start Smart Assistants

Maureen,

As per our discussion, I would like to bring on the following people as scorekeepers and Start Smart assistants for 2019:

Badger, Tyler
Davis, Richard
Heller, Christopher
Minotti, Christopher
Mirchin, Brian
Rangel, Erin

I'd like to request that as scorekeepers they be approved at last year's rate of \$10.50 per game worked and as Start Smart Assistants they be approved at last year's rate of \$20 per Start Smart session worked.

Lastly, I'd just like to make note that all of these individuals have either worked for or volunteer with us in the past and have shown themselves to be strong assets to our programs. My request to hire them comes with only the utmost confidence.

If these items could be addressed at the board meeting on Tuesday the 8th that would be greatly appreciated.

Thank you and please let me know if you require anything further.

Jared Kuczenski

*Acting Director of Rec & Parks
Kent Recreation & Parks
845-531-2100*

2019 Town Board Meeting Dates

1st/3rd Tuesday

January	8*	22
February	5	26*
March	5	19
April	2	23
May	7	28*
June	4	18
July	2	16
August	6	22 (Th-am)
September	10*	24*
October	1	22*
November	12*	19
December	3	17

* represents date change due to holiday schedule

2019

Town of Kent Liaisons

Bill Huestis	Historical Society Kent Seniors Beautification Recreation
Paul Denbaum	Sewer District Zoning Board of Appeals Landfill
Chris Ruthven	Water District #1 Stormwater Management Committee Planning Board Lake Carmel Park District
Jaime McGlasson	Water District #2 Kent Public Library Recycling Recreation
Maureen Fleming	Lake Carmel Park District Lake Tibet Park District Lake Committee Conservation Advisory Committee