

**TOWN OF KENT
TOWN BOARD MEETING
Tuesday, August 14, 2018**

Workshop - 7:00 p.m.

1. Pledge of Allegiance
2. Swearing in of new Police Officers
3. Audit presentation - Rob Daniele, PKF O'Connor Davies
4. Clancy Relocation & Logistics – Easement and Memorandum of Understanding
5. Conveyance of unneeded Town property – Denning Road
6. Conveyance of unneeded Town property - Philipse Road
7. Kent Police Department – Acting Chief of Police
8. Lake Carmel Fire Department – New members
9. Lake Carmel Park District – Accept gift for tree planting initiative
10. Fire Inspector – Operating Permit Application for Lakeview Community Church
11. Planning Board – Accept erosion and inspection bond for TM# 41.-1-8
12. Water District 1 – Proposals from Lumar Plumbing and GenServe
13. Code Enforcer – correct violations at TM# 33.50-1-44, TM# 44.6-2-32, TM# 33.35-1-46, and TM# 33.65-1-36
14. Department of Health Application of Plans for Public Water Supply Improvement for Town Hall
15. Announcements
16. Public Comment

Meeting

1. Roll Call
2. Vote on the following:
 - a) Approve Clancy Memorandum of Understanding and Access Easement and Maintenance Agreement
 - b) Approve conveyance of Denning Road
 - c) Approve conveyance of Philipse Road
 - d) Appoint Acting Chief of Police
 - e) Approve new members to the Lake Carmel Fire Department
 - f) Accept gift for Tree Planting Initiative
 - g) Approve Operating Permit for Lakeview Community Church
 - h) Accept erosion and inspection bond for TM# 41.-1-8
 - i) Approve estimates from Lumar Plumbing and GenServe for WD1
 - j) Contract to correct violations at TM# 33.50-1-44, TM# 44.6-2-32, TM# 33.35-1-46, and TM# 33.65-1-36
 - k) Approve Department of Health Application
3. Vouchers and claims
4. Public comment

MEMORANDUM OF UNDERSTANDING

Memorandum of Understanding made this ____ day of August, 2018 by and between the Town of Kent, a municipal corporation organized and existing under and by virtue of the laws of the State of New York, with offices at 25 Sybil’s Crossing, Kent Lakes, New York 10512 (the “Town”) and John Clancy, having an office address of 2963 Route 22, Patterson, New York 12563 (the “Clancy”).

WITNESSETH:

WHEREAS, the Town is seized of a parcel of land located in the Town of Kent, County of Putnam and State of New York shown and designated on the Town of Kent Tax Maps as Section 22, Block 1, Lot 23.2, and being more fully described in Schedule “A” which is attached hereto and incorporated herein (the “Town Parcel”); and

WHEREAS, Clancy is the contract vendee of three (3) certain parcels of land located in the Town of Kent, County of Putnam and State of New York, the owners and descriptions of which are as follows (collectively, the “Clancy Parcels”):

Parcel I – owned by Newburgh Boxing Club, Inc., being shown and designated on the Kent Tax Maps as Section 22., Block 1, Lot 21, and being more fully described in Schedule “B” which is attached hereto and incorporated herein;

Parcel II – owned by Real Holding Corp., being shown and designated on the Town of Kent Tax Maps as Section 12., Block 3, Lot 74, and being more fully described in Schedule “C” which is attached hereto and incorporated herein; and

Parcel III - owned by Real Holding Corp., being shown and designated on the Town of Kent Tax Maps Section 22., Block 1, Lot 22, and being more fully described in Schedule “D” which is attached hereto and incorporated herein ; and

WHEREAS, the Town and Clancy have entered into an agreement of even date herewith (the “Easement Agreement”) establishing a permanent easement and right of way for all purposes of ingress to and egress from the Clancy Parcels from and to NYS Route 52, and for the installation, use, repair, replacement and maintenance of utility lines and appurtenances, upon, over, under and across a certain portion of the Town Parcel as more fully described therein (the “Easement Area”); and

WHEREAS, the Town has entered into the Easement Agreement for the purpose, among others, of promoting the future possible development of the Clancy Parcels, and the increased revenue and other benefits to the Town to be generated thereby, by providing for adequate access thereto from N.Y.S. Route 52; and

WHEREAS, in consideration the easement Agreement, the Town and Clancy have

discussed, and desire to confirm, that in the event Clancy proceeds with development of the Clancy Properties, (i) the Town and Clancy will each convey and exchange portions of their respective Parcels to the other (the "Exchange"); and (ii) Clancy will grant to the Town an access easement (the "Access Easement") over the portion of the Town Parcel conveyed to Clancy for access to the existing Town Center property which currently adjoins the Town Parcel, with those portions to be exchanged, the proposed access easement area and the adjoining Town Center property all being shown on the sketch plan prepared by InSite Engineering and Surveying which is annexed hereto and hereby made a part hereof as Schedule "A". Said Access Easement shall be physically aligned with the easement contained in the Easement Agreement; and

WHEREAS, Clancy desires to confirm his obligation to incorporate the Exchange and the Access Easement into any design plan for the development of the Clancy Parcels, and his agreement and understanding that site plan approval for any such development will be subject to and conditioned upon the delivery to the Town of a fully executed deed to the portion of the Clancy Parcel to be exchanged, and a fully executed Access Easement;

In consideration of the mutual understandings and agreements set forth herein, the parties hereto hereby agree as follows:

1. **Exchange Parcels.** The Town and Clancy agree that each will convey and exchange those portions of their respective Parcels to the other to effectuate the Exchange when and if Clancy obtains Town Planning Board site plan approval for the development of the Clancy Parcels as contemplated hereunder, and Clancy agrees to execute and deliver the Access Easement to the Town, in conjunction with and as conditions to the issuance by the Town Planning Board of site plan approval for the Clancy Parcels. Clancy agrees that any and all plans for the development of the Clancy Parcels, submitted by him personally or by him in a corporate or limited liability company form, will incorporate both the Exchange and the Access Easement, and in the event that they fail to do so, or are amended to delete reference to either or both of same, then the Planning Board or other reviewing Board or department shall not be obligated to proceed with the review of any pending application and any time periods applicable to same as set forth by law, statute or ordinance shall be deemed tolled until appropriate corrections or amendments are made so that the plans incorporate both as agreed to herein.
2. **Understandings as to All Necessary Approvals.** The Town and Clancy hereby acknowledge and agree that nothing herein contained shall be deemed to (i) diminish in any way the Town's regulatory control and authority over any potential development of the Clancy Parcels including, without limitation by reason of specification, the required designation by the Town Board of the Clancy Parcels as a "Business Overlay District" and the grant of site development plan approval by the Town Planning Board; or (ii) commit the town of Kent or any of its boards or departments to any course of action with regard to such development and/or conveyance
3. **Binding Effect.** This Memorandum shall be binding upon and inure to the benefit of and be enforceable by the Town and its successors and assigns; and by Clancy and

his heirs, executors, administrators, legal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this _____ day of August, 2018.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand as of the date first above written.

GRANTOR:

GRANTEE:

Town of Kent, New York

By: _____

Maureen Fleming, Supervisor

John Clancy

**ACCESS EASEMENT AND
MAINTENANCE AGREEMENT**

THIS INDENTURE OF ACCESS AND MAINTENANCE AGREEMENT (the "Easement") made the _____ day of _____, 2018, by and between the Town of Kent, a municipal corporation organized and existing under and by virtue of the laws of the State of New York, with offices at 25 Sybil's Crossing, Kent Lakes, New York 10512 (the "Grantor") and John Clancy, having an office address of 2963 Route 22, Patterson, New York 12563 (the "Grantee).

WITNESSETH

WHEREAS, the Grantor is seized of a parcel of land located in the Town of Kent, County of Putnam and State of New York shown and designated on the Town of Kent Tax Maps as Section 22, Block 1, Lot 23.2, and being more fully described in Schedule "A" which is attached hereto and incorporated herein (the "Town Parcel"); and

WHEREAS, the Grantee is the contract vendee of three (3) certain parcels of land located in the Town of Kent, County of Putnam and State of New York, the owners and descriptions of which are as follows (collectively, the "Grantee Parcels"):

Parcel I – owned by Newburgh Boxing Club, Inc., being shown and designated on the Kent Tax Maps as Section 22., Block 1, Lot 21, and being more fully described in Schedule "B" which is attached hereto and incorporated herein;

Parcel II – owned by Real Holding Corp., being shown and designated on the Town of Kent Tax Maps as Section 12., Block 3, Lot 74, and being more fully described in Schedule "C" which is attached hereto and incorporated herein; and

Parcel III - owned by Real Holding Corp., being shown and designated on the Town of Kent Tax Maps Section 22., Block 1, Lot 22, and being more fully described in Schedule "D" which is attached hereto and incorporated herein ; and

WHEREAS, the Grantee currently intends to develop the Grantee Parcels as a warehouse and storage facility (the "Facility") for the furtherance of its business of moving and storage logistics throughout the County of Putnam and beyond; and

WHEREAS, to gain adequate access to the Grantee Parcels for the purposes of constructing the facility, including without limitation the construction and installation of all improvements necessary or convenient thereto, and conducting its business thereon, the Grantee seeks a permanent easement and right of way for all purposes of ingress to and egress from the Grantee Parcel from and to NYS Route 52, and for the installation, use, repair, replacement and maintenance of utility lines and appurtenances, upon, over, under and across a certain portion of the Town Parcel as more fully described in Schedule "E" which is attached hereto and incorporated herein (the "Easement Area"); and

WHEREAS, the County of Putnam (the "County") granted and conveyed the Town Parcel to the Grantor by a deed dated December 12, 1990 and recorded in the Putnam County Clerk's Office on December 18, 1990 (the "County Deed"), and in said Deed the County (i)

reserved a right-of-way and easement across the Town Parcel; (ii) granted a right-of-way and easement to the Town across the Town parcel; and (iii) created a reversionary interest for its benefit providing that the Town Parcel shall revert to the County in the event that the Town Parcel is used to provide a right-of-way or other access to any lands other than those owned by the County without the County' express written consent, or in the event that the Town Parcel is used for other than a public purpose and benefit. A copy of the County's deed into the Town of Kent is attached hereto as Schedule "F" and incorporated herein; and

WHEREAS, the Town Parcel is the site of the Town of Kent Recycling Center, a public use, which will continue unaffected by the establishment of the easement and right-of-way provided for herein; and

WHEREAS, on August 7, 2018, by Resolution No. 191 of 2018 of the Putnam County Legislature, the County of Putnam Legislature consented to and approved the grant of the easement and right-of-way established hereby, and confirmed that the construction and use of a driveway thereon to provide access to the Grantee Parcels, and the installation therein of utility lines and appurtenances to serve the Grantee Parcels, would not be deemed uses of the Town Parcel for "other than a public purpose". A copy of Resolution No. 191 of 2018 of the Putnam County Legislature is attached hereto as Schedule "G"; and incorporated herein; and

WHEREAS, on August 14, 2018, by Resolution No. _____, the Town of Kent Town Board approved the grant of the easement and right-of-way provided for herein, and the terms and conditions hereof, and the Grantor desires to enter into this Agreement in accordance with said resolution. A copy of Resolution No. _____ is attached hereto as Schedule "H" and incorporated herein; and

NOW THEREFORE, Grantor, in consideration of ONE AND 00/100 (\$1.00) DOLLAR and other good and valuable consideration, received from the Grantee, the receipt of which is acknowledged, does hereby establish for the benefit of the Grantee Parcels, and gives and grants unto Grantee, his heirs, executors, administrators, legal representatives, successors and assigns forever, a permanent easement and right-of-way (collectively, the "Easement") upon, over, under and across the Easement Area for (i) all purposes of ingress and egress to and from the Grantee Parcels from and to NYS Route 52, and (ii) the installation, use, repair, replacement and maintenance of utility lines and appurtenances to serve the Grantee Parcels, subject only to the terms and conditions hereof, including, without limitation, the condition subsequent described in Paragraph 7, below:

1. The Easement.

The Easement granted herein shall be deemed to run with the land in perpetuity for the benefit of the Grantee Parcels, but same is not intended nor shall it be construed as creating any rights in or for the benefit of the general public nor shall it affect any real property outside the Easement Area except as provided for herein.

Grantor, its successors and assigns, reserve the right to use and enjoy the Town Parcel, to the extent that said use and enjoyment does not interfere with the rights and privileges herein established, and further provided that in no event shall such use or enjoyment interfere

with or cause physical damage or injury to the Easement Area. The Grantor shall not construct or erect any type of permanent structure, building or improvement over or within the Easement Area, the use of which is reserved exclusively to the Grantee. In addition, the Grantor shall not landscape, or place or plant any trees, bushes or shrubs within the Easement Area without first having obtained the express written approval of the Grantee, in its sole discretion, with regard to the location and species of said trees, bushes or shrubs.

2. Installation, Maintenance and Repair.

The Grantee shall bear all costs and expenses for the installation, repair and maintenance of any and all improvements made by Grantee to the Easement Area. All installation, repairs, maintenance and future improvements shall be constructed and installed in a good, workmanlike manner, in full compliance with the Town of Kent's standards as well as all applicable building and other governmental codes, regulations and permits.

The Grantee shall have the responsibility to keep the Easement Area in a safe, good and functional condition at all times, including without limitation the following: snow and ice removal, and paving, striping and replacing markings on the surface from time to time as and when necessary so as to provide for the orderly flow of vehicles. All work done in connection with maintenance, repair or replacement work in the Easement Area shall be performed in a good and workmanlike manner, and such work shall be done expeditiously so as not to unreasonably interfere with or hinder the use and enjoyment of those portions of the Town Parcel outside the Easement Area .

The Grantor hereby grants and establishes temporary easements for incidental encroachments upon those portions of the Town Parcel outside the Easement Area to the extent necessary for the construction and installation of any improvements by Grantee within the Easement Area, so long as such encroachments are kept within the reasonable requirements of construction work which is expeditiously pursued, and so long as customary insurance is maintained protecting the Grantor from the risks involved.

3. Insurance.

The Grantee shall obtain and maintain general liability insurance including public liability and property damage in commercially reasonable amounts covering the Easement Area which names the Grantor as an additional insured on a primary and noncontributing basis. The insurance shall contain a provision that coverage may not be canceled or materially changed in scope or amount of coverage unless thirty (30) days advance written notice is given to the additional insured at the address as set forth above or such other address as the additional insured shall specify. Certificates of insurance shall be provided to the Grantor within fifteen (15) days of a written request.

Prior to the Grantee commencing any construction work within the Easement Area, the Grantee shall purchase and cause its contractor(s) and subcontractor(s) to procure and keep in effect, during the course of their construction work, in on or about the Easement Area, general liability insurance in a commercially reasonable amount naming the Grantor as additional insured; automobile insurance, including contractual liability coverage for all owned, hired and

non-owned autos; and workers' compensation coverage for its employees or contractors within statutory limits.

4. Damage and Default.

Regardless of availability of insurance proceeds, the Grantee shall promptly repair any damage to the Easement Area caused by the Grantee or Grantee's employees, contractors, tenants, subtenants, invitees, agents or representatives. In the event the Grantee fails to make the repairs, or to commence diligent efforts to do so within thirty (30) days after receiving notice of the damage event and thereafter diligently commencing and continuing to perform the necessary work, the Grantor may make such repairs and the Grantee shall reimburse the Grantor for the cost thereof within thirty (30) days of presentation of an invoice. In the event damage to the Easement Area occurs by casualty at no fault of the Grantor or the Grantee, the Grantor and Grantee shall make the necessary repairs and the cost of such repairs shall be borne equally. If caused by fault of a third party, Grantor and Grantee shall cooperate to the fullest extent to recover from said third party all costs incurred as a result of such damage.

In the event a lien is filed against all or any portion of the Town Parcel in connection with any construction or installation of improvements within the Easement Area, or the maintenance of any of same, by or at the request of the Grantee, the lien must be bonded, satisfied or removed by the Grantee within thirty (30) days following the filing thereof.

5. Indemnity.

The Grantee shall indemnify, defend and save Grantor harmless from and against any and all liability, claims, damages, losses, judgments, suits, decrees, costs and expenses, including reasonable attorney's fees, that arise out of the acts or omissions of the Grantee and its employees, contractors, tenants, subtenants, utility providers, invitees, agents or representatives, as the case may be, or the use of the Easement Area by the Grantee or any of its employees, contractors, tenants, subtenants, utility providers, invitees, agents or representatives.

6. Notices.

All notices, requests, claims, demands, and other communications hereunder shall be in writing and shall be personally delivered or mailed (registered or certified mail, postage prepaid, return receipt requested) to the party to receive same at its address as set forth above, or such other address as either party may have furnished to the other by notice in accordance herewith. All notices shall only be effective upon delivery.

7. Effective Date, Duration, Modifications, Cancellation.

This Easement Agreement is intended to be recorded by the Grantee following its full execution and delivery to the Grantee. Grantee shall pay all recording charges, if any.

It is specifically provided, however, that the rights benefitting the Grantee Parcels shall

not be exercised or deemed effective until and unless the Grantee becomes the owner of the Grantee Parcels as evidenced by a deed or deeds duly recorded in the Putnam County Clerk's Office. Upon such recording, the rights hereby established shall be self-operative without the need for any other or further instrument by the Grantor or the Grantee. This Easement Agreement shall continue in perpetuity and shall not be changed, amended, modified, canceled or terminated except by a written instrument executed and acknowledged by the parties and duly recorded in the Putnam County Clerk's Office, except that it may be terminated by (i) the Grantee unilaterally by a written instrument executed and acknowledged by Grantee releasing its rights hereunder and duly recorded in the Putnam County Clerk's Office; or (ii) the Grantor unilaterally by a written instrument executed and acknowledged by the Grantor following its receipt of notice from the Grantee that the contracts of sale between Grantee and the owners of the Grantee Parcels have been cancelled. Grantee agrees to provide Grantor of notice of such cancellation within fourteen (14) business days following such cancellation.

8. Binding; Assignment.

This Easement shall be binding upon and inure to the benefit of and be enforceable by the Grantor and its successors and assigns; and by the Grantee and his heirs, executors, administrators, legal representatives, successors and assigns.

Grantee may freely assign its rights hereunder to any person, firm or entity acquiring title to the Grantee Parcels. Any assignment hereunder shall be by written instrument, signed by the assignee, which provides for the assumption by the assignee of all of Grantee's obligations hereunder. In the event of an assignment, upon the delivery of the instrument of assignment to Grantor, Grantee shall be released from all of its obligations thereafter arising hereunder.

9. Non-Waiver.

No waiver by the Grantor of any provision of this Easement shall constitute a waiver by the Grantor of such provision on any other. No failure to insist upon or to enforce any provision of this Easement shall constitute or be interpreted as a waiver thereof.

10. Governing Law.

This Easement shall be governed by the laws of the State of New York.

11. Severability.

If any term or provision of this Easement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Easement shall not be affected thereby, and each term and provision of this Easement shall be valid and enforceable to the fullest extent permitted by law.

12. Mortgages.

Any mortgages encumbering all or any portion of the Town Parcel or the Grantee Parcels shall at all times be subordinate to the terms of this Easement and any party

foreclosing any such mortgage, or acquiring title by deed in lieu of foreclosure or trustee's sale, shall acquire title subject to all of the terms and provisions of this Easement.

13. Reference to Agreement in Deeds.

This Agreement shall run with the land, and each and every owner of the Grantee Parcels, by accepting a deed or any other conveyance to same and regardless of whether said deed or other conveyance incorporates, by reference or otherwise, or refers to, this Agreement, covenants and agrees to observe, perform and be bound by this Agreement and to incorporate the same by reference in any deed or other conveyance of all or any portion of his interest in any such Lot.

14. Miscellaneous.

A. The singular number as used in this Agreement shall be read as the plural number, and *vice versa*, the masculine gender shall be read as the feminine or neuter gender, and *vice versa*, whenever necessary to give full effect to the terms and provisions hereof.

B. Should any term or provision of this Agreement be declared to be void, invalid, illegal or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the subject matter hereof, such judgment shall in no way affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

C. This Agreement may be executed in one or more counterparts, all of which when taken together will constitute one single Agreement among the parties.

15. Recording.

This Agreement shall be recorded in the Putnam County Clerk's Office, and it is the intention of the parties hereto that this Agreement and the easement created hereby shall run with the land in perpetuity.

16. Consent of Putnam County.

The County of Putnam is executing this Agreement for the limited purposes of confirming its consent to the grant of the Easement as herein provided and that it does not consider the use of the Easement Area for access to the Grantee Parcels to constitute a use of the Town Parcel "for other than a public purpose and benefit" as that phrase is used in the County Deed referred to herein.

17. Consent of Owners of the Grantee Parcels.

Newburgh Boxing Club, Inc., owner of the Grantee Parcel described in Schedule "B" hereof, and Real Holding Corp., owner of the Grantee Parcels described in Schedule C and D, are executing this Agreement for the purposes of (i) consenting to the terms and provisions hereof and the recording of this Agreement in the Putnam County Clerk's Office in order to facilitate the sale of the grantee Parcels to the Grantee and for no other purpose.

18. Additional Consideration for Grant of Easement.

The Grantee, in order to facilitate his purchase of the Grantee Parcels and in consideration of the grant by the County of its consent to the grant of the Easement provided for herein, hereby agrees to pay to the County the sum of \$65,000. Grantee shall pay same to the County by official bank check drawn to the County's order, or by such other method as the County and the Grantee shall otherwise agree, to be delivered to the County at or immediately following the closing of the transfer to the Grantee of fee simple title to the Grantee Parcels pursuant to and in accordance with said contracts of sale.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand as of the date first above written.

GRANTOR:
Town of Kent, New York

GRANTEE:

By: _____
Maureen Fleming, Supervisor

John Clancy

Consented to and Confirmed:
The County of Putnam, New York

By: _____
Mary Ellen Odell, County Executive

Newburgh Boxing Club, Inc.

By: _____
Name and Title:

Real Holding Corp.

By: _____
Name and Title:

STATE OF NEW YORK)
COUNTY OF) ss:

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

Notary Public

STATE OF NEW YORK)
COUNTY OF) ss:

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

Notary Public

STATE OF NEW YORK)
COUNTY OF) ss:

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

Notary Public

STATE OF NEW YORK)
COUNTY OF) ss:

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

Notary Public

STATE OF NEW YORK)
COUNTY OF) ss:

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

Notary Public

Subject: 24 Grasslands Road, Kent Lakes

Date: Wednesday, August 1, 2018 at 4:04:36 PM Eastern Daylight Time

From: William A. Shilling, Jr.

To: Maureen Fleming

CC: Bill Huestis, Jaime McGlasson, C Woolley, Paul Denbaum, Nancy Tagliaferro

Dear Madam Supervisor and Members of the Town Board:

The above property is located at 24 Grasslands Road, Kent Lakes, New York (33.81-1-73).

My client Maristan Properties purchased the subject property from the Secretary of Housing and Urban Development on November 21, 2017. It purchased, given the time restraints afforded by the Seller, without the benefit of a survey and/or a survey inspection. My client then restored the house and entered into a contract for sale.

The purchaser ordered a new survey and for the first time, it was discovered that the house encroached on a portion of a Town Road, called "Denning Road" (survey). This condition has gone unknown to all for an extended period of time. Indeed, many Town issued building permits and certificates of occupancy were issued and offered a belief that no violations existed (attached).

On April 20, 2018, the Town of Kent Highway Superintendent opined that "The paper road is of no future value to the Town of Kent and it...would be best all around to convey the property..." Given the Town interest in unifying the parcel, it is requested no consideration be paid.

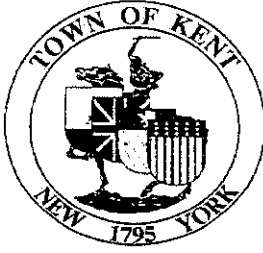
The Town Board placed this matter on its agenda and the required 30 day notice expired on July 14, 2018.

Applicable proposed transfer documents were presented in anticipation of the transfer (enclosed) (legal description to follow). I respectfully request an immediate deed execution as my client must close imminently to avoid litigation.

Upon the deed execution as described above, all necessary documents will be presented to Putnam County Real Property and Development and the Town Assessor to formally change the configuration of the tax map.

Respectfully yours,
William A. Shilling, Jr.

William A. Shilling, Jr., P.C.
122 Old Route 6
Carmel, NY 10512
(845) 225-7500



Town of Kent Highway Department
Richard T. Othmer, Jr., Highway Superintendent
62 Ludington Court
Kent Lakes, New York 10512
(845) 225-7172 Fax (845) 225-9464
E-mail: rothmer@townofkentny.gov

MEMORANDUM

Date: April 20, 2018

To: William Shilling Jr., Esquire

From: Richard T. Othmer Jr, Highway Superintendent

Subject: Release of Vested Interest in Denning Road

Dear Mr. Schilling;

In reference to your correspondence to my office on April 19, 2018 concerning the future plans of the Highway Department in the matter of Denning Road located in the Lake Carmel section of Kent I offer the following;

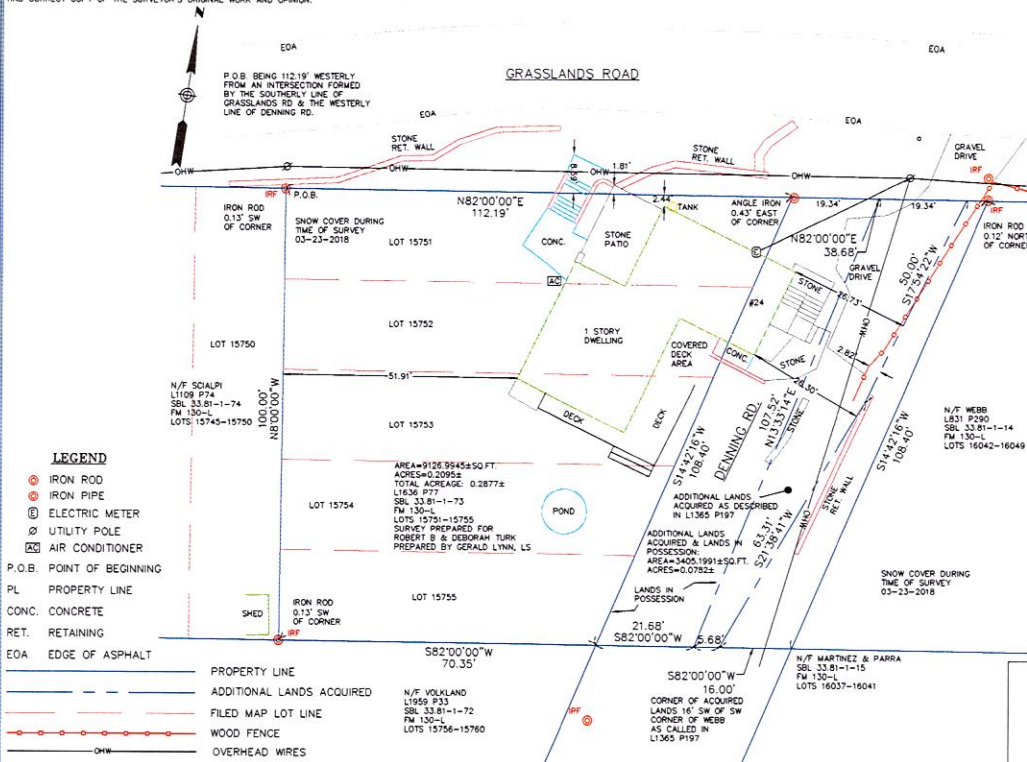
- 1) Denning Road is a listed paper road that has never been used as a functional public road. It was, as were many paper roads in Lake Carmel, meant for future development in the 1930's that never materialized. Presently it is just over grown & wooded.
- 2) I have personally inspected the site and this paper road is of no future value to the Town of Kent. It would be best all around to convey the property to your client.
- 3) You will have to go through I believe the Town Assessor & Attorney as well as the Putnam County Attorney and Real Property Tax Departments in order to square away the tax map adjustments and discrepancies needed but I am sure you know how to proceed.

I hope I was of service, let me know if you need anything else.

Respectfully;

Richard T. Othmer Jr.

UNAUTHORIZED ALTERATION TO A MAP BEARING A LICENSED PROFESSIONAL LAND SURVEYOR'S SEAL IS A VIOLATION OF SECTION 7209, SUBDIVISION 2, OF THE NEW YORK STATE EDUCATION LAW. THE CERTIFICATION IS NOT AN EXPRESS OR IMPLIED WARRANTY OR GUARANTEE. IT IS PURELY A STATEMENT OF PROFESSIONAL OPINION BASED ON KNOWLEDGE, INFORMATION AND BELIEF, BASED ON EXISTING FIELD EVIDENCE AND DOCUMENTARY EVIDENCE AVAILABLE. CERTIFICATIONS ARE NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS. PLAN PREPARED PURSUANT TO SECTION 7209 OF THE NEW YORK STATE EDUCATION LAW. SUBJECT TO THE FINDINGS OF AN UP TO DATE TITLE SEARCH. UNLESS THE SURVEYOR'S ORIGINAL SIGNATURE AND SEAL APPEARS BASED ON THIS MAP, IT SHOULD NOT BE CONSIDERED A TRUE AND CORRECT COPY OF THE SURVEYOR'S ORIGINAL WORK AND OPINION.



- LEGEND**
- IRON ROD
 - IRON PIPE
 - ⊕ ELECTRIC METER
 - ⊙ UTILITY POLE
 - Ⓐ AIR CONDITIONER
 - P.O.B. POINT OF BEGINNING
 - PL PROPERTY LINE
 - CONC. CONCRETE
 - RET. RETAINING
 - EOA EDGE OF ASPHALT
 - PROPERTY LINE
 - - - ADDITIONAL LANDS ACQUIRED
 - FILED MAP LOT LINE
 - WOOD FENCE
 - OHW OVERHEAD WIRES

SURVEY NOTES

1. THIS PLAN WAS PREPARED FROM AN ON THE GROUND FIELD SURVEY CONDUCTED BY PLS ON MARCH 23, 2018 AND ON THE FOLLOWING DATUM: MERIDIAN: SURVEY PREPARED FOR ROBERT B. & DEBORAH TURK
2. REFERENCES:
 - A. LAND CONVEYED TO PETER & ANGELA BULLOCK BY DEED BOOK 1636 PAGE 77, FILED IN THE PUTNAM CO. CLERK'S OFFICE ON MAY 5 2003.
 - B. LAND CONVEYED TO TERESA HANEY & PEPY DIAZ-SALAZAR BY DEED BOOK 1263 PAGE 197, FILED IN THE PUTNAM CO. CLERK'S OFFICE ON NOVEMBER 20, 1998.
 - C. MAP 130-L, ENTITLED, "FOURTEENTH MAP OF LAKE CARMEL", AND FILED IN THE PUTNAM CO. CLERK'S OFFICE ON AUGUST 18, 1930.
 - D. SURVEY PREPARED FOR ROBERT B. & DEBORAH TURK, PREPARED BY GERALD L. LYNN, L.S.
3. THE SURVEYED PROPERTY IS SUBJECT BUT NOT LIMITED TO THE INFORMATION SHOWN HEREON. ALL INFORMATION THAT MAY AFFECT THE QUALITY OF TITLE TO BOTH THE SUBJECT AND ADJOINING PARCELS SHOULD BE VERIFIED BY AN ACCURATE AND CURRENT TITLE REPORT.
4. THE LOCATION OF THE UTILITIES AS SHOWN HEREON HAVE BEEN COMPILED FROM VISIBLE STRUCTURES AND INFORMATION OBTAINED FROM VARIOUS SOURCES. THE ACTUAL LOCATION OF ALL UTILITIES AND UNDERGROUND STRUCTURES SHALL BE CONSIDERED APPROXIMATE AND SHALL BE VERIFIED BY THE OWNER PRIOR TO ANY CONSTRUCTION.
5. WETLANDS, ENVIRONMENTAL AND/OR HAZARDOUS MATERIALS LOCATION, IF ANY, NOT COVERED UNDER THIS CONTRACT. [OR] WERE LOCATED AS MARKED AT THE TIME OF THE SURVEY.
6. UNAUTHORIZED ALTERATION OR ADDITION TO A SURVEY MAP BEARING A LICENSED LAND SURVEYOR'S SEAL IS A VIOLATION OF SECTION 7209, SUBDIVISION 2, OF THE NEW YORK STATE EDUCATION LAW.
7. CERTIFICATIONS INDICATED HEREON SIGNIFY THAT THIS SURVEY WAS PREPARED IN ACCORDANCE WITH THE EXISTING CODE OF PRACTICE FOR LAND SURVEYS SURVEYORS. THIS PLAN NOT VALID UNLESS ORIGINAL STAMP AND SIGNATURE OF A LICENSED SURVEYOR ARE LOCATED HEREON.
8. OFFSETS OR DIMENSIONS FROM THE PROPERTY LINES TO STRUCTURES ARE SURVEY REFERENCES ONLY, AND NOT INTENDED TO MONUMENT THE PROPERTY LINES, NOR ARE THEY TO BE USED IN OR GUIDE CONSTRUCTION OF ANY TYPE.
9. PARCEL MAY BE SUBJECT TO RESTRICTIONS & COVENANTS IN L 176 PG 472.

MAP CERTIFIED TO:
STEPHEN POMPEO & LORRAINE POMPEO
STATISTISCHE ABSTRACT
STEWART TITLE INSURANCE COMPANY

PROPERTY SURVEY
24 GRASSLANDS ROAD
KENT, NEW YORK
PREPARED FOR
STEPHEN & LORRAINE POMPEO

ROWAN LAND SURVEYING, PLLC
330 OLD ALBANY POST ROAD
GARRISON, NY 10524
914.813.3686
rowanlandsurveying@outlook.com

Drawn By: PLS	Date: APRIL 3, 2018	Job No: 018-022
Reviewed By: PLS	Scale: 1" = 20'	Sheet No: 1 OF 1



6

Subject: Warren/Moksha Kutir

Date: Friday, August 3, 2018 at 3:44:27 PM Eastern Daylight Time

From: William A. Shilling, Jr.

To: Maureen Fleming

CC: Bill Huestis, Jaime Mcglasson, C Woolley, Paul Denbaum, Nancy Tagliaferro, Peter Warren

Dear Madam Supervisor and members of the Town Board:

The above matter commenced with my client Peter Warren/Moksha Kutir LLC, making an inquiry to purchase a portion of a paper road (Philipse Road). David O'Dell P.L.S. completed a survey designating the desired property (enclosed).

On July 24, 2017, Richard Othmer opined the property was of "absolutely of no use to the Highway Dept." and further opined that the Town of Kent should "go through with the conveyance" (enclosed).

My client offered \$1200.00 to purchase which was accepted by the Town Board. Thereafter, the 30 day notice period commenced and has been completed. Transfer documents have been presented and a legal description provided.

It is requested this matter be finalized at your 8/14/18 meeting.

Respectfully yours,
William A. Shilling, Jr.

William A. Shilling, Jr., P.C.
122 Old Route 6
Carmel, NY 10512
(845) 225-7500

Subject: Warren

Date: Thursday, March 8, 2018 at 4:17:42 PM Eastern Standard Time

From: William A. Shilling, Jr.

To: Maureen Fleming

CC: ntag@hoganandrossi.com, Peter Warren

Dear Supervisor Fleming:

My client is offering \$2500.00 for the property depicted by the O'Dell survey attached hereto. Please advise if that is acceptable to the Town.

Very truly yours,
William A. Shilling, Jr.

William Shilling

From: Rich Othmer <rothmer@townofkentny.gov>
Sent: Monday, July 24, 2017 9:31 AM
To: Maureen Fleming; Highway Kent; Nancy Tagliafierro; Nancy Tagliafierro;
was.law@comcast.net

To All;

In the matter of the correspondence I received from Attorney William Shilling Jr dated July 17, 2017 concerning Kent resident Peter Warren and his interest of purchasing the portion of "Philipse Road" I recommend the following after my field & office investigation;

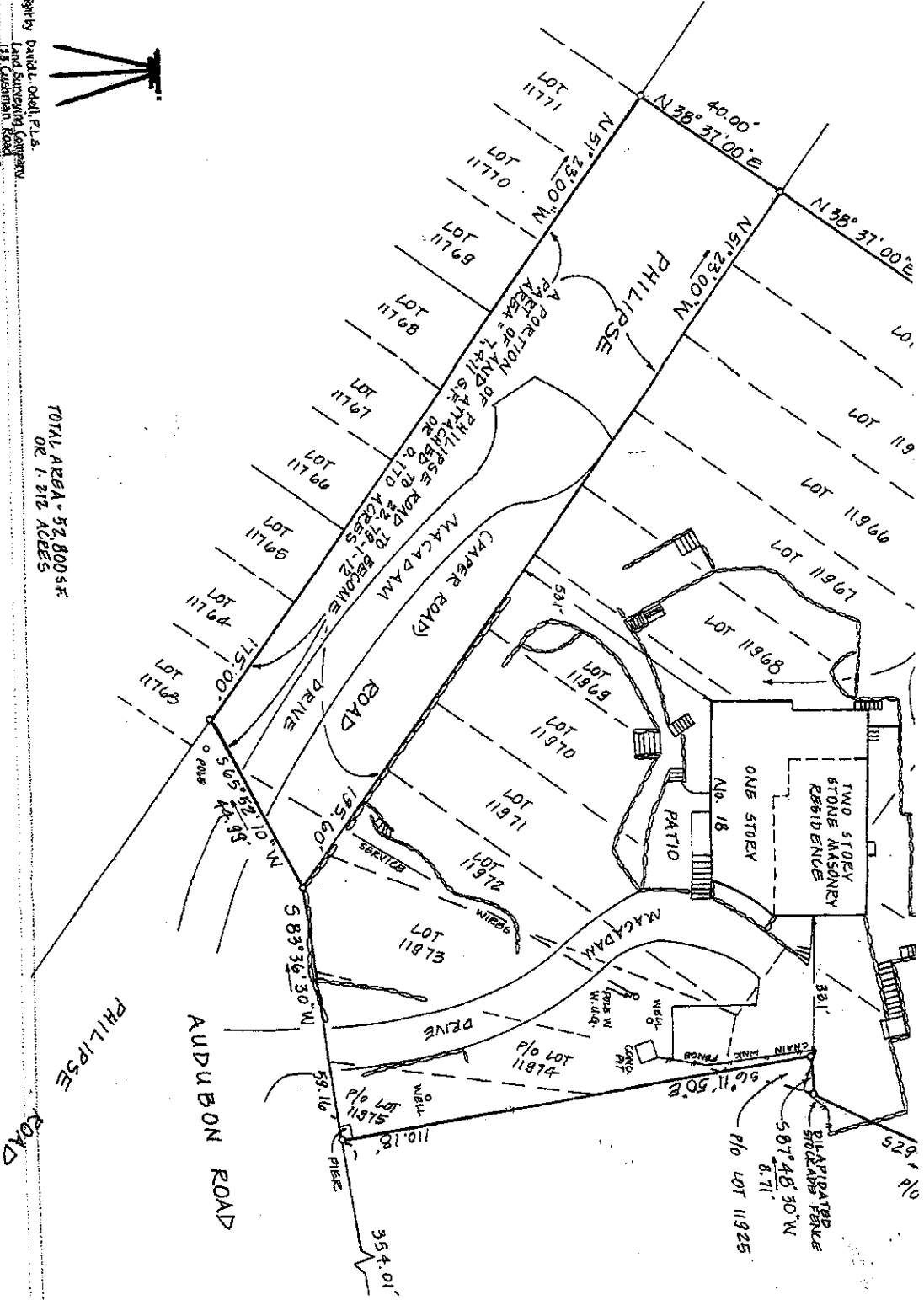
- 1) The road is just an unoccupied extension of the existing Philipse Road that just meanders into the woods and dead ends.
- 2) The Highway Department does not plow it or maintain it.
- 3) It is not listed as a Town Paper Road
- 4) It is absolutely of no use to the Highway Department
- 5) Parking in Lake Carmel is congested on all the narrow & small country roads and any land that could be granted to adjacent property owners to alleviate this road congestion by expanding more space for driveways is beneficial all around.
- 6) My recommendation is to go through with the conveyance.
- 7) The only thing I am not sure of is there is some kind of boundary / access situation with the neighboring property that I am unaware of.

I hope this help. If you need this put into a more formal memo please let me know.

Sincerely;

Rich Othmer

©2018 copyright by David L. Okeefe, P.L.S.
Land Surveying Corporation
158 Quaker Lane
Fairport, N.Y. 12063
(518) 225-0100



TOTAL AREA - 52,800 SQ. FT.
OR 1.212 ACRES



Lake Carmel Fire Department

851 Route 52
Carmel, NY 10512

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



Chief

*David Churchill
Jr.*

1st Asst. Chief

T.J. Donohue

2nd Asst. Chief

Justyn Lewis

President

P.J. Ryan

Vice President

Ed Schaeffler Jr.

July 30, 2018

To ; Members of the Town Board ,

I would like to ask the Boards permission to add 4 applicants to the ranks of The Lake Carmel Fire Department. Those names are as follows ; Wayne Resino Mary E. Rodda

Vladimiro R. Cardona

Anthony R. Cardona

Any questions feel free to contact me at -845 290 2180 .

Respectfully ,

David M. Churchill Jr .

Fire Chief Lake Carmel Fire Department

\$100

PUTNAM COUNTY HOUSING CORPORATION

9

11 Seminary Hill Road • Carmel, NY 10512 • phone: 845/225-8493 • fax: 845/225-8532

August 3, 2018

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

To whom it may concern;

Please accept the enclosed donation to the Tree Planting Initiative in honor of Jessie Huestis.

Sincerely,

Connie Fagan

Connie Fagan

Executive Director

Town of Kent
25 Sybil's Crossing
Kent Lakes NY 10512

10

RECEIVED
KENT TOWN CLERK

Application #: 33,18-1-14

OPERATING PERMIT APPLICATION FORM

Page 1 of 4

Part I Applicant/Building Information

Applicant's Name: Lakeview Community Church
Applicant's Address: 387 Rte 52, Carmel NY 10512
Contact Person: Debra Larocchia Telephone: 845661-7533
Address of Premises for which Operating Permit is requested: same as above
 Other (specify): _____
Tax Map Number: 33,18-1-14 Current Occupancy Class: E

Part II Type Operating Permit

An Operating Permit is required to conduct any activity or to use any class of building listed below. Please indicate the type(s) of Operating Permit(s) requested by checking each applicable box. (If you require assistance, or would like more information, contact the Town of Kent Building Department at 845-225-3900.)

- Manufacturing, storing or handling hazardous materials in quantities exceeding those listed in Tables 2703.1.1(1), 2703.1.1(2), 2703.1.1(3) or 2703.1.1(4), of the Fire Code of New York State (see 19 NYCRR Part 1225); (See Appendix A.) Identify the materials and quantities and describe the manner in which the materials will be manufactured, stored or handled (attach additional sheets if necessary):

- Conducting a hazardous process or activity (including but not limited to, any commercial or industrial operation which produces combustible dust as a byproduct, fruit and crop ripening, and waste handling; (See Appendix B.) Describe the process(es) or activity(ies) to be conducted (attach additional sheets if necessary):

- Use of pyrotechnic devices in assembly occupancies; (See Appendix C.) Describe the proposed use (attach additional sheets if necessary):

- Use of a building containing one or more areas of public assembly with an occupant load of 100 persons or more (See Appendix D.) Describe the proposed use (attach additional sheets if necessary):

Town of Kent
25 Sybil's Crossing
Kent Lakes NY 10512

Application #: 33 18-1-14

OPERATING PERMIT APPLICATION FORM

Part II (continued)
Page 2 of 4

- Temporary Sales Events (attach a plan drawn to scale showing the general location of the building and / or lot where the temporary sales event is)
Community Tag Sale on Sat., 9/15 with rain date on 9/29 if needed
- Use of a building whose use or occupancy classification has been determined by Town of Kent Building Department as posing a substantial potential hazard to public safety. (See Appendix E.) Describe the proposed use (attach additional sheets if necessary):

Part III Premises/Building Information

1. Date of last inspection of Premises? 8-1-18
2. Has a Certificate of Occupancy been issued for the premises?
 YES Type: Permanent Temporary Date of Issuance: N/A
 NO
3. Date(s) of issuance of previous Certificate(s) of Occupancy? (if any): N/A
4. Are there currently any open Building Permits associated with the premises? YES NO
If yes, please describe (attach additional sheets if necessary):
N/A
5. Have any violations to the Uniform Code been issued in relation to the Premises? YES NO
If yes, please describe (attach additional sheets if necessary):
6. Have any variances to the Uniform Fire Prevention and Building Code been granted in relation to these premises?
 YES NO If yes please describe (attach additional sheets if necessary): (Include Variance Decision Number)

Town of Kent
25 Sybil's Crossing
Kent Lakes NY 10512

Application #: 33,18-1-14

OPERATING PERMIT APPLICATION FORM

Part III (continued)
Page 3 of 4

7. Additional Comments:

Applicant Asks To Waive Fee, as primarily a fundraiser for
THE CHURCH.

SIGNATURE OF APPLICANT

I hereby certify that the foregoing information (and all information in attached sheets, if any) is true and complete.

Debra Carocchia
Signature of Applicant or Authorized Representatives Signature 7/31/18
Date

Debra Carocchia Church Administrator
Name (and Title, if applicable of person signing Application (Please print))

Part IV

To be completed by Town of Kent Building and or Fire Inspector

Inspection Required YES NO
Inspections Performed YES NO Date of Inspection: 8-1-18
Tests or Reports required verifying compliance? YES NO N/A
If YES, have Tests or Reports been received? YES NO

Application(s) Approved: YES NO

Operating Permit Issued By: NICHOLAS CECERE - FIRE INSPECTOR

Date Operating Permit Issued: 9-13-18 RAIN DATE 9-29-18 Date Operating Permit Expires: 9-16-18 RAIN DATE 9-30-18

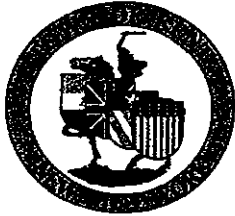
Type/Description of Operating Permit: _____

Conditions of Operating Permit (list conditions here AND in the space provided in the Operating Permit):

NONE

Additional Comments:

NONE



Town of Kent Building Department
OPERATING PERMIT

This Operating Permit must be displayed at Premises

Application #: 33.18-1-14

Application's Name: Lakeview Community Church

Applicant's Address: 387 Route 52- Kent Lakes, NY 10512

Contact Person: Debra Larocchia

Telephone: 845-661-7533

Address of Premises for which Operating Permit is requested: same as above other (specify):

Date of Issuance: September 15, 2018 (Rain Date 9-29-18) Expiration: September 16, 2018 (Rain Date 9-30-18)

This Operating Permit is issued to the Applicant named above to conduct the activity (ies) and/or to use the class (es) of buildings indicated below at the Premises specified above:

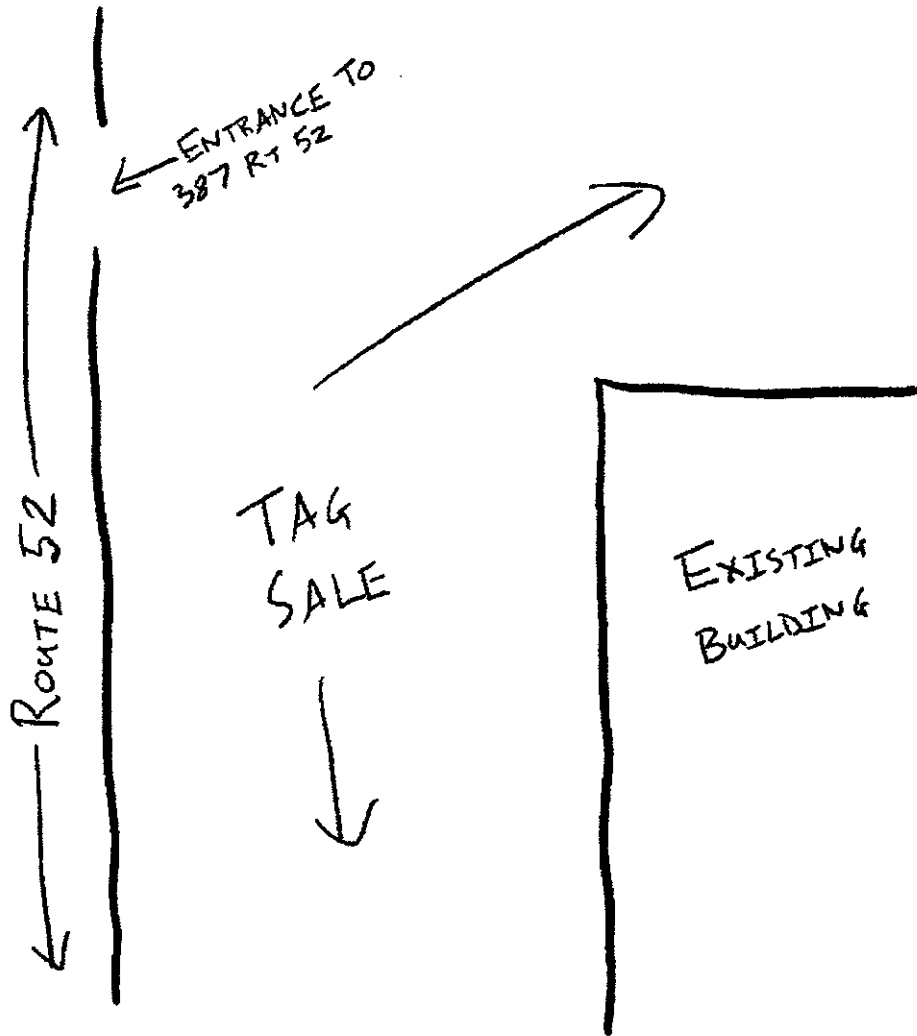
- Cutting & Welding Operations – International Fire Code - 3501.2
- Manufacturing, storing or handling hazardous materials in quantities exceeding those listed in Tables 5003.1.1(1), 5003.1.1(2), 5003.1.1(3) or 5003.1.1(4), of the International Fire Code (see 19 NYCRR Part 1225); as described in the Application.
- Conducting a hazardous process or activity; as described in the International Fire Code. 104.1 & 2301.1
- Use of pyrotechnic devices in assembly occupancies; as described in the Application
- Use of a building containing one or more areas of public assembly with an occupant load of 100 persons or more; as described in the Application.
- Use of a building whose use or occupancy classification has been determined by *Town of Kent Building Department* as posing a substantial potential hazard to public safety; as described in the Application. **(TAG SALE)**

The conditions, surroundings and arrangements for the activity(ies) and/or use(es) subject to this Operating Permit shall be in accordance with all applicable laws, ordinances, regulations and the conditions (if any) mentioned below. The Premises shall be subject to periodic inspection by *Town of Kent Building Department* to ensure compliance with all applicable laws, ordinances, regulations and conditions. The Operating Permit is subject to revocation for failure to comply with any applicable law, ordinance, regulation or condition. This Operating Permit shall expire on the earlier of the Expiration Date specified above or on the date of revocation pursuant to the preceding sentence. CONDITIONS (continue on attached sheets, if necessary):

TOWN OF KENT BUILDING DEPARTMENT

By: Nicholas J. Cecere
Nicholas J. Cecere, Fire Inspector

Community Tag Sale at Lakeview - Map



Town of Kent Planning Board
25 Sybil's Crossing
Tel: 845-225-7802

email: planningkent@townofkentny.gov
Kent, NY 10512
Fax: 845-306-5283

11

Memorandum

Date: August 13, 2018

From: The Kent Planning Board

To: The Finance Dept.

CC: L. Cappelli - w/Att.
M. Fleming - w/Att.
T. Harrison - w/Att.
B. Walters - w/Att.

Re: Erosion Control Bond for:
John Ryder
109 E. 36th St. – 4R
New York, NY 10016
Property:
170 Waywayanda Ct.
Kent, NY 10512
TM: 41.-1-8

On June 14, 2018 the Kent Planning Board asked that an Erosion Control Bond in the amount of \$4,123.00 and an Inspection Fee of \$1,000.00 be forwarded to the Town Board for their approval and acceptance.

Attached is the supporting documentation, the Erosion Control Bond Agreement and the following checks:

JP Morgan Chase Bank check 1770 from Mr. Ryder (Erosion Control Bond)	-	\$4,123.00
TD Bank check from Positive Science Center Inc/J. Ryder (Inspection Fee)	-	1,000.00

The Planning Board would appreciate it very much if this matter could be placed on the Town Board's next meeting agenda.

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

planningkent@townofkentny.gov

RESOLUTION 13
FOR
RYDER PROPERTY

Year 2018 (845)306-5283

Tel: (845) 225-7802

TM: 31.17-1-7

Date: August 9, 2018

From: The Kent Planning Board

To: The Kent Town Board:
Maureen Fleming, Supervisor- w/Att.
Bill Huestis, Deputy Supervisor
Paul Denbaum
Jaimie McGlasson
Christine Woolley

CC: W. Walters, Building Inspector - w/Att
Tamara Harrison - w/Att.
L. Cappelli, Town Clerk - w/Att
Finance Department - w/Att.

Re: Request to Accept Erosion Control Bond
John Ryder
109 East 36th St. - 4R
New York, NY 10016
Property:
170 Waywayanda Ct.
Kent, NY
TM: 41.-1-8

Resolved: On June 14, 2018, the Kent Planning Board reviewed material submitted by Joel Greenberg of Architectural Design, who represented Mr. John Ryder, the owner of the property.

At Ms. Mangarillo's request on June 14, 2018, Mr. Tolmach asked for a motion to ask the Town Board to accept an erosion control bond in the amount of \$4,123.00 and an inspection fee of \$1,000.00. The motion was made by Stephen Wilhelm and seconded by Simon 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>
Charles Sisto	<u>Aye</u>
Stephen Wilhelm	<u>Aye</u>

The motion carried.

Sincerely,



Vera Patterson, Secretary
Kent Planning Board

PERFORMANCE BOND FOR EROSION AND SEDIMENT CONTROL

**John Ryder
109 East 36th St. – 4R
New York, NY 10016
For Property Located at:
170 Waywayanda Ct.
Kent, NY 10512
TM: 41.-1-8**

Bond given by John Ryder, whose property is located at 170 Waywayanda Court, Kent , NY 10512/Tax Map: 41.-1-8 (“Obligor”) to the Town of Kent, a municipal corporation whose Town Hall is located at 25 Sybil’s Crossing, Kent Lakes, New York, 10512 (“Obligee”), dated 8-9-2018

KNOW ALL MEN BY THESE PRESENTS that the Obligor is held and firmly bound unto the Obligee in the sum of \$4,123.00, along with an initial inspection fee deposit of \$1,000.00 for the payment whereof to the Obligee the said Obligor binds itself, its successors and assigns.

WHEREAS, Obligor is seeking a Steep Slope and Erosion Control Permit from the Obligee for the construction of a single family residence This entails a disturbance on steep slopes, as that term is defined in Town of Kent Town Code (the “Code”) Chapter 66, on certain real property located in the Town of Kent, in connection with which an erosion and sediment control plan (the “Erosion and Sediment Control Plan”) shall be required in accordance with the Code in effect as of the date of this Bond; and

WHEREAS, in conjunction with such Steep Slope and Erosion Control Permit application, the Obligor has submitted to the Obligee, plans and specifications for the project known as the “Ryder Property” (“Project Plans”) and the Erosion and Sediment Control Plan, prepared by Joel Greenberg, Architectural Designs, 2 Muscoot Road North, Mahopac, NY 10541; and such Project Plans and Erosion and Sediment Control Plan have been reviewed and approved by the Obligee; and

WHEREAS, as condition to the issuance and approval of a Steep Slope and Erosion Control Permit, the Code requires the owner or applicant, prior to construction, to provide the Obligee with a cash escrow, an irrevocable letter of credit or a certified check drawn upon a national or state bank or other cash equivalent, which guarantees satisfactory completion of the Erosion and Sediment Control Plan, which security shall remain in full force and effect until the Obligor is released from liability by the Town, provided that such period shall not be less than two years from the date of final acceptance or such other certification that the work permitted by the Steep Slope and Erosion and Control Permit has been completed in accordance with such Permit and all plans and specifications forming the basis of such approved Permit.

This performance bond may not be assigned or transferred without the prior written approval of the Town Board of the Town of Kent.

- The said bank checks shall be delivered to the **Town of Kent** and be deposited in an escrow account pending the completion of the project for which the erosion control measures are necessary;
- No funds may be withdrawn from the said escrow account until a resolution has been duly made by the **Town Board of The Town of Kent**, authorizing such surrender or cashing.
- Upon full completion of the work allowed pursuant to the conditions and specifications heretofore imposed by the **Planning Board of The Town of Kent**, the said escrow monies shall be returned to **JOHN RYDER**;
- In the event the erosion control work allowed shall not have been duly completed by **John Ryder** as per the conditions and specifications of the **Planning Board of The Town of Kent**, the **Town Board** shall have the right to withdraw the aforesaid escrow monies and complete the required work for **JOHN RYDER** with full use of said sums as the Town requires;
- When the work shall have been fully completed as required by the conditions and specifications of the **Planning Board** either by **JOHN RYDER** or by the **Town of Kent**, the aforesaid escrow monies or the balance of funds remaining after the work has been completed shall be returned or refunded to **JOHN RYDER** within two years..
- This bond may not be assigned or transferred without the prior written approval of the **Planning Board of The Town of Kent**.

-
-
- The applicant hereby expressly authorizes the **Town of Kent**, its agents, employees, engineer or planner to enter upon the Owner's/Applicant's property for the purpose of inspecting the erosion control system installed and the site work being performed in accordance with the approved plans, provided that the **Town of Kent** provides at least 24 hours notice to **JOHN RYDER**.

Dated: 8-9, 2018
 JOHN RYDER

By: _____
 (signature)

By: John Ryder
 (signature)

JOHN RYDER
 (print/type signatory's name)
John Ryder

Owner/Obligee
 (print/type signatory's title)

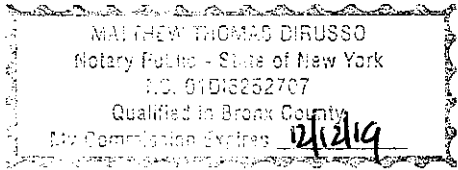
STATE OF New York)

) ss.:

COUNTY OF New York)

On the 9th day of August, 2018, before me, the undersigned, a notary public in and for said state, personally appeared John Ryder, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Matthew Thomas Dirusso
 NOTARY PUBLIC



John Ryder
John Ryder
 (signature)

Owner
 (print/type signatory's title)

STATE OF New York)

) ss.:

COUNTY OF New York)

(1a)

Reply all | Delete Junk |

Water District # 1- Will Way Pump House



Troy Gasparini <lumarplumbing@gmail.com>

Today, 9:39 AM

Tamara Harrison; C Woolley

Reply all |

Inbox

Will Way-Transducer for...
290 KB

Download

Good morning,

I received a call from Beth Cornell who lives at 49 Will Way who informed me that a light was going off in the storage tank. Fortunately, I was able to solve the problem before the residents lost water. However, this will not repair the problem completely.

I will meet with control panel representative this morning to hook up a temporary system until I receive the transducer.

I have attached a proposal for the Will Way storage tank. Due to the existing probe holders giving false readings, we will install a transducer on the stand pipe - to take place of existing probe holder.

Sincerely,

Troy Gasparini, President
Lumar Plumbing & Heating, Inc.

Ph: (845) 279-4324

Fx: (845) 279-5498

LUMAR
PLUMBING & HEATING INC.

502 North Main Street . Brewster, New York 10509
Phone (845) 279-4324 . Fax (845) 279-5498
lumarplumbing@ gmail.com

August 9, 2018

Town Of Kent
Kent Towne Center
25 Sybills Crossing
Kent Lakes, NY 10512

RE: Water District # 1 Will Way- Pump House

PROPOSAL

Lumar Plumbing & Heating, Inc. proposes to perform the following work:

- ◆ Replace sight glass on storage tank stand pipe which is leaking.
- ◆ Install a transducer on stand pipe. (This will take the place of the existing probe holder outside on the storage tank, which is giving us false readings).
- ◆ Wire into control panel.
- ◆ Program control panel water level settings (on/off, low level, booster cut-out)
- ◆ Test and leave in service.

****NOTE:** We will have to shut the valve off on the storage tank to replace parts. It is possible the gravity side might have low pressure for an hour. Once the new valves are on, the system can be turned on and then the other work can be completed.

Material:

- ◆ (1) Transducer (Water level sensor)
- ◆ (2) Sets of sight glass valves
- ◆ Misc. material to hook up transducer to control panel

FOR THE SUM OF:S 6,325.00

Respectfully submitted,


Troy Gasparini

TG/mh

REVISED QUOTE Town of Kent <#AAAQ33197>



Frank Gasparino <fgasparino@genserveinc.com>

Today, 12:21 PM

Tamara Harrison

Reply all |

The message sender has requested a read receipt. To send a receipt, click here.

aaaq33197(2).pdf

5 MB

Download

Action Items

Hello Tamara,

I revised the quote to explain the pricing is for only one generator and any additional units would incur the same costs per unit. I will also fax over to you to the number you gave my tech.

Please review the following quote for repair(s) or service on your generator and reply to Genserve that you have received this and if repairs are needed are aware of the situation.

If you would like to have the repair(s) or maintenance performed simply have the quote signed and emailed or faxed (973-614-0095) back to us and we will order parts and coordinate the work being done.

For commercial accounts if a purchase order is needed for payment please also supply this along with the quote.

For residential customers you may also simply just reply to the email with your written authorization approving the repairs if you do not have access to a fax machine or scanner.

Lastly should you decide you do not want the repair(s) or maintenance performed please take a moment to reply letting us know so we may cancel this quote and prevent our reminder system from having us continue to contact you in regards to it.

Best Regards,

Frank Gasparino

Branch Manager

Genserve

[341 Kaplan Drive](#)

[Fairfield, NJ 07004](#)

[USA](#)

Phone 973-614-0091

Fax 973-614-0095

E-Mail FGasparino@GenserveInc.com



Corporate Office
 100 Newtown Road
 Plainview, NY 11803
 Tel. 631.435.0437
 Fax 631.435.2273

Branch Office
 115 Twinbridge Drive
 Pennsauken, NJ 08110
 Tel. 856.768.2367
 Fax 856.438.6616

Branch Office
341 Kaplan Drive
Fairfield, NJ 07004
Tel. 973.614.0091
Fax 973.614.0095

Sales Quotation

Customer Info

Town of Kent
 Tamara Harrison
 25 Cybil's Crossing
 Kent L, NY 10512

Quote Prepared by

Frank Gasparino
 973-614-0091
 FGasparino@GenserveInc.com
 Fairfield

Quote #: AAAQ33197

Quote Date: 8/8/2018

Service Tech: Customer Request

PLEASE NOTE THIS QUOTE IS FOR ONE GENERATOR ONLY. IT IS PRICED PER GENERATOR AND IF MORE THAN ONE GENERATOR IS REQUESTED TO HAVE THIS INSTALLED THE PRICING WOULD BE THE SAME FOR ANY ADDITIONAL GENERATOR BUT AGAIN THIS PRICING IS FOR ONLY ONE UNIT.

This quote is to install a Gentracker system on generator. It includes parts and labor as well as the first year monitoring service.

This system allows customer to be alerted by text message and or email of events that occur on the generator such as unit being in fault, loss of utility power, generator starting, utility power restored and generator shutting off. It also allows for remote starting of unit from any computer anywhere. Customer will receive monthly reports by email showing all generator activity which is very important for having all required logs.

In addition to the above Genserve provides an additional option (\$325/year) of us remotely exercising the generator to eliminate the customer having to perform this task. It also prevents the customer from incurring fines for running the generator on bad air quality days issued by the State. Genserve checks air quality according to EPA guidelines before exercising unit. Please note that most customers do not realize that even though air quality may show good on a certain day that if the forecast as of 4pm the previous day was poor a generator may not be run the next day regardless of present air quality condition except for emergency purposes. significant fines can be incurred for non compliance.

PLEASE NOTE THERE IS AN ANNUAL \$300 MONITORING FEE THE CUSTOMER IS RESPONSIBLE FOR AFTER THE FIRST YEAR OF SERVICE AND IF REMOTE START EXERCISING BY GENSERVE IS REQUESTED THERE IS AN ADDITIONAL \$325 FEE (52 weeks at \$6.25/week fee of \$325 total) STARTING FIRST YEAR IN ADDITION TO THIS QUOTED PRICE.

Please see additional brochure for details and contact us with any questions or more information needed.

Power when you need it is GenServe's promise. GenServe is your single solution to all of your power back-up needs. GenServe has been providing superior industrial generator sales and service for two decades and has grown to be the largest company in the metro area. With more than 45 trucks on the road, our expert technicians can get to you within two hours.

Description	Qty	Unit Price	Ext. Price
GENTRACKER ASSEMBLY, INSTALLATION AND FIRST YEAR OF MONITORING	1	\$1,850.00	\$1,850.00
BELOW LINE ITEM CUSTOMER MUST FACTOR IN ADDITIONAL \$325.00 TO PRICE OF THIS QUOTE SHOULD THEY OPT FOR GENSERVE TO PERFORM WEEKLY REMOSTE START EXERCISING			
ADD \$325 (\$6.25/week for 52 weeks total charge of \$325) ON TO QUOTE PRICE IF REMOTE EXERCISING SERVICE IS WANTED	1	\$0.00	\$0.00

Description

Qty

Unit Price

Ext. Price

SubTotal		\$1,850.00
Tax		\$0.00
Shipping		\$0.00
Total		\$1,850.00

Customer PO #

Customer Signature

Date

QUESTIONS YOU MAY ASK:

How do I know my generator is working?

When the generator performs its self test, the Gen-Tracker monitoring system verifies the generator's operation. You can also view your generator activity online at any time. If your generator should fail, notifications will be sent according to your instructions.

What should I monitor with the auxiliary contacts?

The Gen-Tracker very accurately reports generator faults. The auxiliary contacts are recommended for low fuel, pre-alarms, and transfer switch position.

Will notifications be sent if the generator fails during an outage?

Yes. The Gen-Tracker monitoring system contains a backup battery to ensure reporting and connectivity.

How can I get a Gen-Tracker monitoring system?

Contact your generator dealer to speak with the sales or service team about the Gen-Tracker system options.

Why generator monitoring?

The Gen-Tracker monitoring system provides a simple, dependable monitoring and control system for your generator at an affordable cost for generators of any size or brand.

About the Gen-Tracker monitoring system:

The Gen-Tracker system was designed exclusively for monitoring generators. This makes it useful and less expensive than other options. The system is event-driven so that you can be notified of generator problems in real time. Notifications are available via email and SMS text messages. The secure Gen-Tracker data center gives you online access to your generator's history.

WILL YOUR GENERATOR WORK WHEN IT MATTERS MOST?



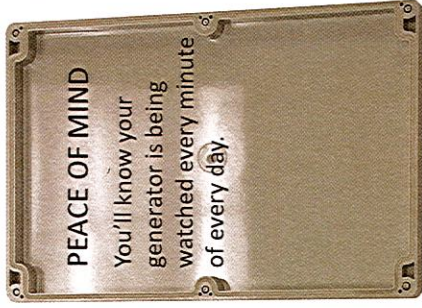
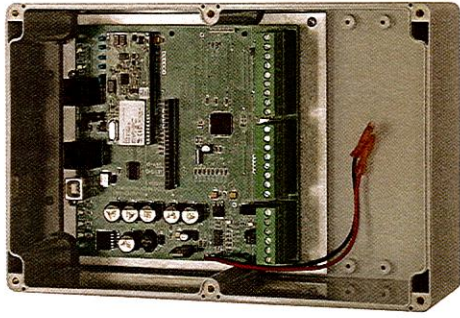
THE ONLY
DEPENDABLE
GENERATOR HAS A
GENTRACKER[™]
Generator Monitoring System

Your Authorized Gen-Tracker Dealer
GenServe, Inc

**341 Kaplan Dr. Unit 1
Fairfield, NJ 07004**

Phone (973) 614-0091 • Fax: (973) 614-0095

WHAT DO YOU GET WITH A GEN-TRACKER SYSTEM?



HOW DOES THE GEN-TRACKER SYSTEM WORK FOR ME?

- **IT'S UNIVERSAL**

The Gen-Tracker system can be hooked up to, and monitor, generators of any size or brand.

- **MONTHLY REPORTS**

You receive e-mail documentation of all generator activity, including:

- Run time
- Loss of building power
- Faults
- Loss of utility power
- Exercise periods

WHAT CAN I MONITOR WITH GEN-TRACKER?

- Building power
- Generator Power
- Utility Power
- Transfer Switch position
- Common faults
- High temperature alarms
- Battery Condition
- Fuel Level
- High water level (pump stations)

- **DEPENDABILITY**

Gen-Tracker systems have a proven track record.

- **INTERNET-BASED MONITORING**

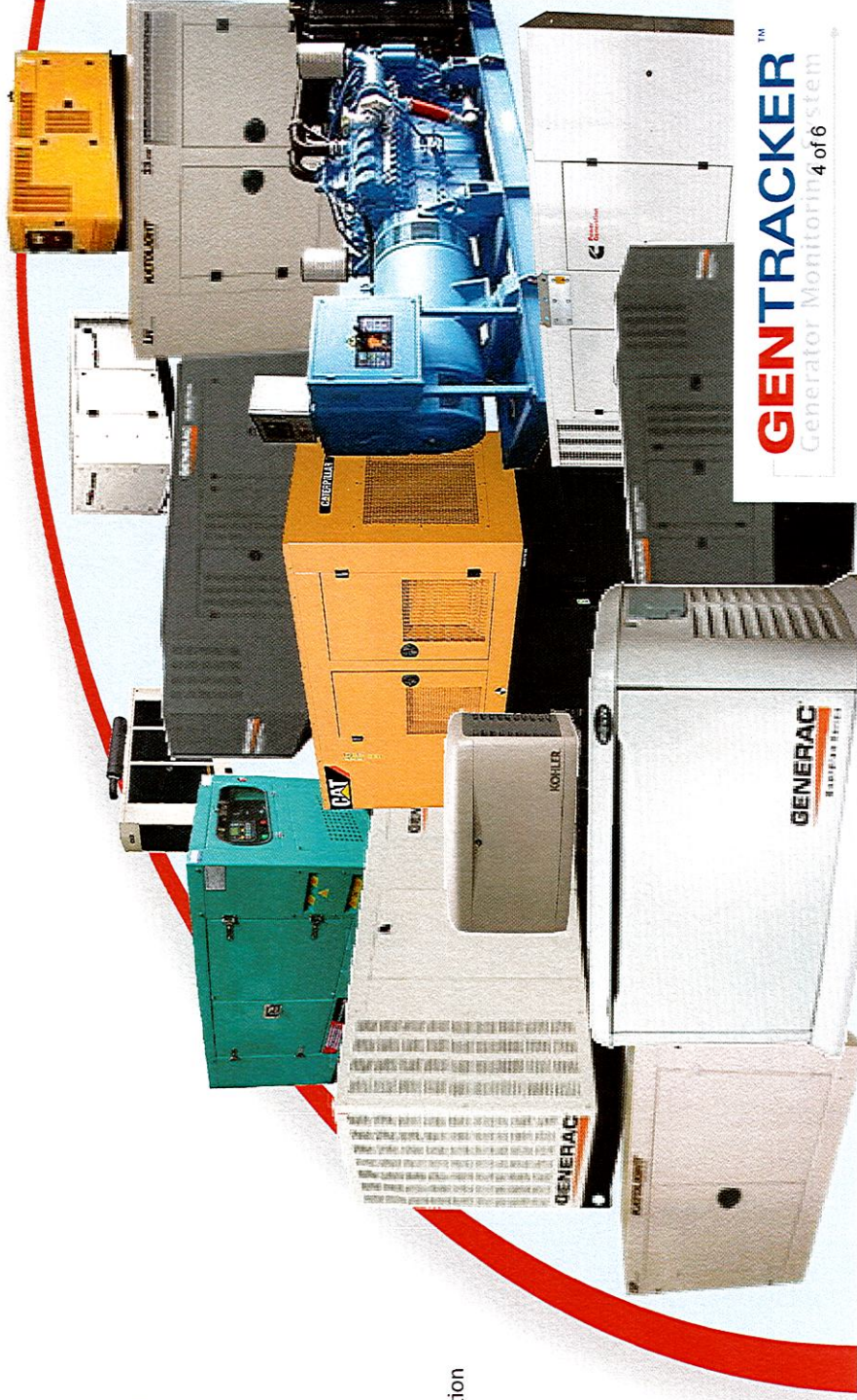
You can check your generator from anywhere, anytime via the internet.

- **AFFORDABILITY**

Easy installation, requiring no special programming or set-up, and a low annual subscription fee will help keep your costs down.

- **REMOTE STARTS**

Your Gen-Tracker can be configured to remotely start your generator.



GENTRACKER™

Generator Monitoring System

By Generator Solutions, Inc.

Finally, a simple and affordable solution for your standby generator. Now you and your service company can work together to keep your generator running at peak performance.

The Gen-Tracker system is a universal reporting and notification system for standby generators. It is your solution whether you have one generator or thousands, small 8kw or large 2MW, we've got you covered.



You may ask yourself, do I need a monitoring system for *my* generator? The answer, quite frankly, is **YES**. Here are some things to consider:

- Gen-Tracker gives you control over your generator, the power to be proactive.
- Receive automatic emailed reporting/documentation.
- Send SMS Text Message and Email notifications to as many recipients as needed.
- Save on labor costs, no longer manually logging reporting data.
- Prevent expensive afterhours/emergency rates.



- Over 90% generator failures occur during the regular exercise
- There are more and more regulations that require detailed reporting
 - City/State Emissions
 - Peak Shaving/Load Shedding
 - Insurance programs
- Your generator service company has hundreds or thousands of customers and generators to care for. Gen-Tracker helps you take priority.

Engineered, Assembled, and Maintained in the USA.

Manufactured by:
Generator Solutions, Inc.
533 Hayward Ave N
Suite 150
Oakdale, MN 55128
General: 651-770-9405
www.Gen-Tracker.com

GENTRACKER™

Generator Monitoring System

By Generator Solutions, Inc.

Contact your local Authorized Gen-Tracker Dealer Today!

Reports

Available reports include Monthly Activity detailing generator activity including runs, outages, and faults. Another automatic report is the Run Report, generated at the end of every generator run detailing specific information such as start time, battery cranking voltage and run duration.

Monthly Generator Activity Report

Generator: Gen-Tracker #2202

Start Date: 02/04/13
End Date: 02/25/13

Start Date	End Date	Signal Description	Duration
03/01/13 6:33 AM	03/01/13 7:08 AM	GENERATOR ON	0:34
03/08/13 6:33 AM	03/08/13 7:08 AM	GENERATOR ON	0:34
03/15/13 7:33 AM	03/15/13 8:08 AM	GENERATOR ON	0:34
03/22/13 7:33 AM	03/22/13 8:07 AM	GENERATOR ON	0:34
03/22/13 11:36 PM	03/23/13 5:47 AM	GENERATOR ON	6:11
03/22/13 11:36 PM	03/23/13 5:27 AM	UTILITY POWER LOST	5:51
03/29/13 7:33 AM	03/29/13 8:08 AM	GENERATOR ON	0:34

Total Runtime: 9:01

Gen-Tracker Run Report

Basco, Gary (Cellular)
3849

Generator Run Start: 5/2/2013 8:59 AM
Generator Run End: 5/2/2013 9:09 AM
Run Duration: 0:09
Run Start: 2 seconds
Age: 12.0

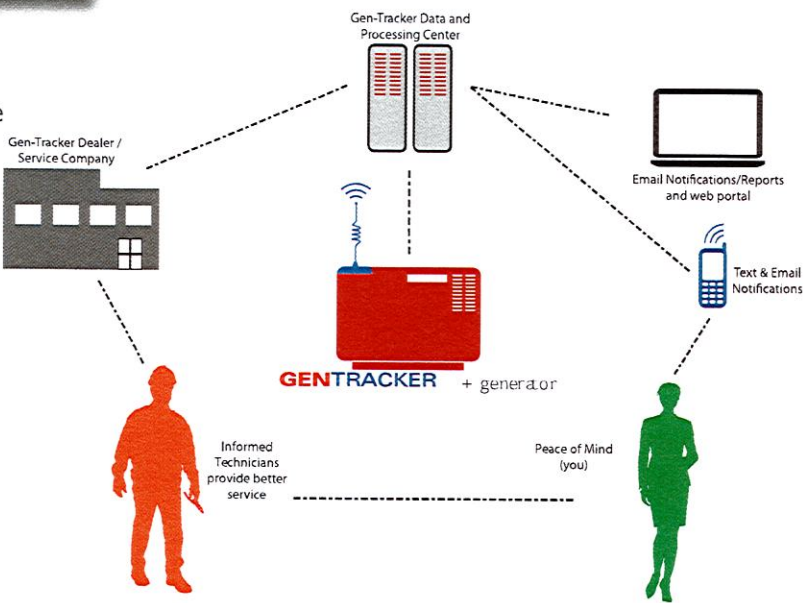
Signal Start	Signal End	Description	Duration	Meter
07/18/13 08:59 AM	07/18/13 09:09 AM	GENERATOR ON	0:09	50.8
07/17/13 01:02 PM	07/17/13 01:20 PM	GENERATOR ON	0:18	50.7
07/13/13 08:59 AM	07/13/13 09:09 AM	GENERATOR ON	0:09	50.4
07/11/13 08:59 AM	07/11/13 09:09 AM	GENERATOR ON	0:09	50.2
07/10/13 01:03 PM	07/10/13 01:21 PM	GENERATOR ON	0:18	50.1
07/06/13 08:59 AM	07/06/13 09:09 AM	GENERATOR ON	0:09	50.0
07/04/13 08:59 AM	07/04/13 09:09 AM	GENERATOR ON	0:09	50.0
07/03/13 01:03 PM	07/03/13 01:21 PM	GENERATOR ON	0:18	50.5
06/29/13 11:17 PM	06/29/13 11:17 PM	GENERATOR FAULT CLEARED	0:00	50.0
06/28/13 11:17 PM	06/28/13 11:17 PM	GENERATOR FAULT CLEARED	0:00	50.0
06/28/13 11:14 PM	06/28/13 11:14 PM	GENERATOR ON	0:00	50.0
06/29/13 11:17 PM	06/29/13 11:17 PM	BUILDING POWER LOST	0:00	50.0
06/26/13 11:11 PM	06/26/13 11:47 AM	UTILITY POWER LOST	0:00	50.0
06/26/13 09:00 PM	06/26/13 09:00 PM	GENERATOR FAULT	0:00	50.0
06/24/13 10:53 AM	06/24/13 10:53 AM	GENERATOR ON	0:01	57.0
06/24/13 10:44 AM	06/24/13 10:51 AM	GENERATOR ON	0:01	57.6
06/23/13 04:13 PM	06/23/13 04:13 PM	GENERATOR FAULT CLEARED	0:01	57.6

Web Portal

Secured and easy to use web portal allows you to see what your generator is doing from anywhere in the world. Manage your notifications and reports, view history summaries and detailed events.

How it Works

Each Gen-Tracker system is installed at the Transfer Switch or the Generator itself and communicates to the Gen-Tracker Data Center in Minnesota which processes and issues notifications and reports to the service companies and end users regarding their generator(s).



Working together with Gen-Tracker and your service company, you can rest assured. Your generator will work when you need it.

Genserve, Inc.
341 Kaplan Dr., Unit 1
Fairfield, NJ 07004
phone: 973-614-0091
fax: 973-614-0095



CODE ENFORCEMENT

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

August 6, 2018

**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 the undersigned and bids for correction.
Site owners have not responded to Notice of Violation.**

Location requiring correction and lowest bids for site:

35 Larchmont Road Tax# 33.50-1-44.

Lowest bid of \$1,500.00 has been submitted by Bill Henry Tree Service.

Johnson's Tree Service has submitted a bid in the amount \$3,500.00.

Nick's Tree Service has not submitted a bid.

Notice of Violation and bids are enclosed.

For your consideration and approval:

**William Looney,
Zoning Enforcement Officer,
Town of Kent.**



CODE ENFORCEMENT
OF
TOWN OF KENT, PUTNAM COUNTY, NEW YORK
845-306-5598

ORDER TO REMEDY VIOLATION

Location: 35 LARCHMONT ROAD, CARMEL, N.Y. 10512.
Map NO: 33.50-1-44

Date: May 17, 2018.

TO: FINANCIAL FREEDOM, ONE WEST BANK FSB

Address/Owner/Agent: PO BOX 85400, AUSTIN, TX. 78708.

PLEASE TAKE NOTICE THERE EXISTS A VIOLATION OF:
**PROPERTY MAINTENANCE FOUND IN SECTION 55A-11 SUB
(b) (1) (c) OF THE TOWN ORDINANCES OF THE TOWN OF KENT.**

The State Building Construction Code _____
Zoning Ordinances _____

Other Applicable Laws, Ordinances or Regulations **X**

at premises hereinafter described in that:

**A LARGE TREE HAS FALLEN ON TO HOUSE CREATING AN UNSAFE
CONDITION FOR PEOPLE AND PROPERTY IN THE VICINITY OF THE
STRUCTURE.**

**THE AFOREMENTIONED TREE MUST BE REMOVED AND THE ROOF
AREA OF IMPACT MUST BE INSPECTED FOR ANY BREACHES IN
STRUCTURAL INTEGRITY.**

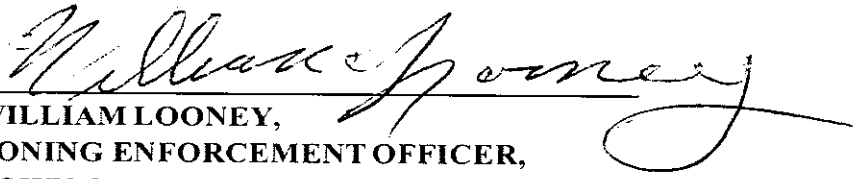
**OWNER/AGENT HAS TEN DAYS FROM THIS DATE OF SERVICE TO
SUBMIT A WRITTEN REQUEST TO THIS OFFICE FOR A HEARING TO
DISCUSS REMEDIAL ACTION TO ABATE THE STATED ISSUES.**

(SEE FOLLOWING PAGES)

IF THE ABOVE LISTED VIOLATIONS ARE NOT CORRECTED, NOR WRITTEN NOTICE RECEIVED, THE TOWN WILL CONTRACT WITH A VENDER TO ADDRESS THE ISSUES AND THE FEE THAT THE COMPANY PRESENTS WILL BE CHARGED TO THE PROPERTY OWNER. ADDITIONALLY IF THE PROPERTY OWNER FAILS TO PAY THE TOWN BILL THE DEBT WILL BE ATTACHED TO THE OWNER'S TAX BILL PAYABLE ON THE NEXT INSTALLMENT.

YOU ARE THEREFORE DIRECTED AND

ORDERED to comply with the law and to remedy the conditions above mentioned within the time constraints stated above. Failure to remedy the conditions aforesaid and to comply with the law may constitute an offense punishable by fine or imprisonment or both.



WILLIAM LOONEY,
ZONING ENFORCEMENT OFFICER,
TOWN OF KENT.



(845) 278-9355

20 Indian Hill Road
Brewster, NY 10509

Estimate

Date	Estimate #
7/10/2018	193

Name / Address
Code Enforcement Town Of Kent Carmel, NY 10512

			Project
Description	Qty	Rate	Total
35 Larchmont Road Remove Maple Tree Off House. Chip Brush & Clean Up. Cut & Stack Wood. Tax Exempt# 7094192		1,500.00	1,500.00T
Any Questions, Please Call 845-278-9355.		Subtotal	\$1,500.00
		Sales Tax (0.0%)	\$0.00
		Total	\$1,500.00



Estimate

1361 Route 52, Carmel, NY 10512
 Phone: 845-878-7569
 Email: johnsonswoodpile@aol.com
 Website: www.johnsonstreeserviceinc.com

Name/Address
William Looney Town of Kent Building Department 25 Sybil's Crossing Kent Lakes, NY 10512

Date	Estimate No.	Project
07/11/18	195	

Item	Description	Quantity	Cost	Total
Tree Work	For: 35 Larchmont Road, Carmel, NY Remove tree leaning on abandoned house.	1	3,500.00	3,500.00
	Putnam County Sales Tax		8.375%	0.00
			Total	\$3,500.00



CODE ENFORCEMENT

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

August 6, 2018

**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 the undersigned and bids for correction.
Site owners have not responded to Notice of Violation.**

Location requiring correction and lowest bids for site:

32 Palmer Trail Tax# 44.6-2-32.

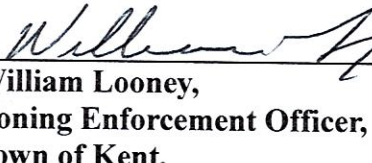
Lowest bid of \$300.00 has been submitted by F.I. Adams Inc.

Randy's Dirt and Demo has not submitted a bid.

Putnam Handyman Construction has not submitted a bid.

Notice of Violation and bids are enclosed.

For your consideration and approval:



**William Looney,
Zoning Enforcement Officer,
Town of Kent.**



CODE ENFORCEMENT
OF
TOWN OF KENT, PUTNAM COUNTY, NEW YORK
845-306-5598

ORDER TO REMEDY VIOLATION

Location: 32 PALMER TRAIL, KENT LAKES, N.Y. 10512
Map NO: 44.6-2-32

Date: July 6, 2018

**TO: SEGUNDO TUQUINAGUI
MARINA BANEGAS**

Address/Owner/Agent: 32 PALMER TRAIL, CARMEL, N.Y. 10512,

**PLEASE TAKE NOTICE THERE EXISTS A VIOLATION OF: PROPERTY
MAINTENANCE FOUND IN SECTION 55A-11 SUB B. (1) (a) OF THE TOWN
ORDINANCES OF THE TOWN OF KENT.**

The State Building Construction Code
Zoning Ordinances

Other Applicable Laws, Ordinances or Regulations X

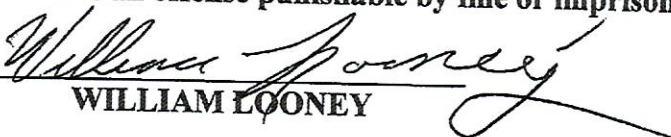
at premises hereinafter described in that:

**OWNERS HAVE FAILED TO KEEP THE EXTERIOR AREA OF SITE FREE OF
REFUSE OR RUBBISH AS DESCRIBED BY CODE AND DEPICTED IN
ENCLOSED PHOTO.**

**OWNERS HAVE TEN DAYS FROM THIS DATE OF SERVICE TO REMEDY
THE AFOREMENTIONED VIOLATION OR SUBMIT A PLAN TO DO SO TO
THIS OFFICE.**

**IF THE ABOVE LISTED VIOLATION IS NOT CORRECTED, NOR NOTICE
RECEIVED, THE TOWN WILL CONTRACT WITH A VENDER TO ADDRESS
THE ISSUES AND THE FEE THE COMPANY PRESENTS WILL BE CHARGED
TO THE PROPERTY OWNERS. ADDITIONALLY IF THE PROPERTY
OWNERS FAIL TO PAY THE TOWN BILL THE DEBT WILL BE ATTACHED
TO THE OWNERS TAX BILL PAYABLE ON THE NEXT INSTALLMENT.**

**YOU ARE THEREFORE DIRECTED AND ORDERED to comply with the law
and to remedy the conditions above mentioned within the time constraints stated
above. Failure to remedy the conditions aforesaid and to comply with the law may
constitute an offense punishable by fine or imprisonment or both.**


WILLIAM LOONEY

WILLIAM LOONEY
ZONING ENFORCEMENT
OFFICER TOWN OF KENT



07/06/2018

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

FI Adams, Inc.

Estimate

For: Town of kent
kentcodes@gmail.com
32 Palmer Trail, Carmel

Estimate No: 178
Date: 08/06/2018

Description	Quantity	Rate	Amount
Clean up debris located in rear of house at 32 Palmer Trail .	1	\$300.00	\$300.00
		Subtotal	\$300.00
		TAX 0%	\$0.00
		Total	\$300.00
		Total	\$300.00



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

ORDER TO REMEDY VIOLATION

Location: 69 Clubhouse Dr Kent, NY

Map NO: 33.35-1-46

Date: 6/13/2018

TO:

William Kircher
69 Clubhouse Dr
Kent, NY 10512

PLEASE TAKE NOTICE: THERE EXISTS A VIOLATION OF:

Town of Kent Municipal Code\Chapter 55 A Property Maintenance Code

(B)(1)(B)(A)

at premises hereinafter described in that:

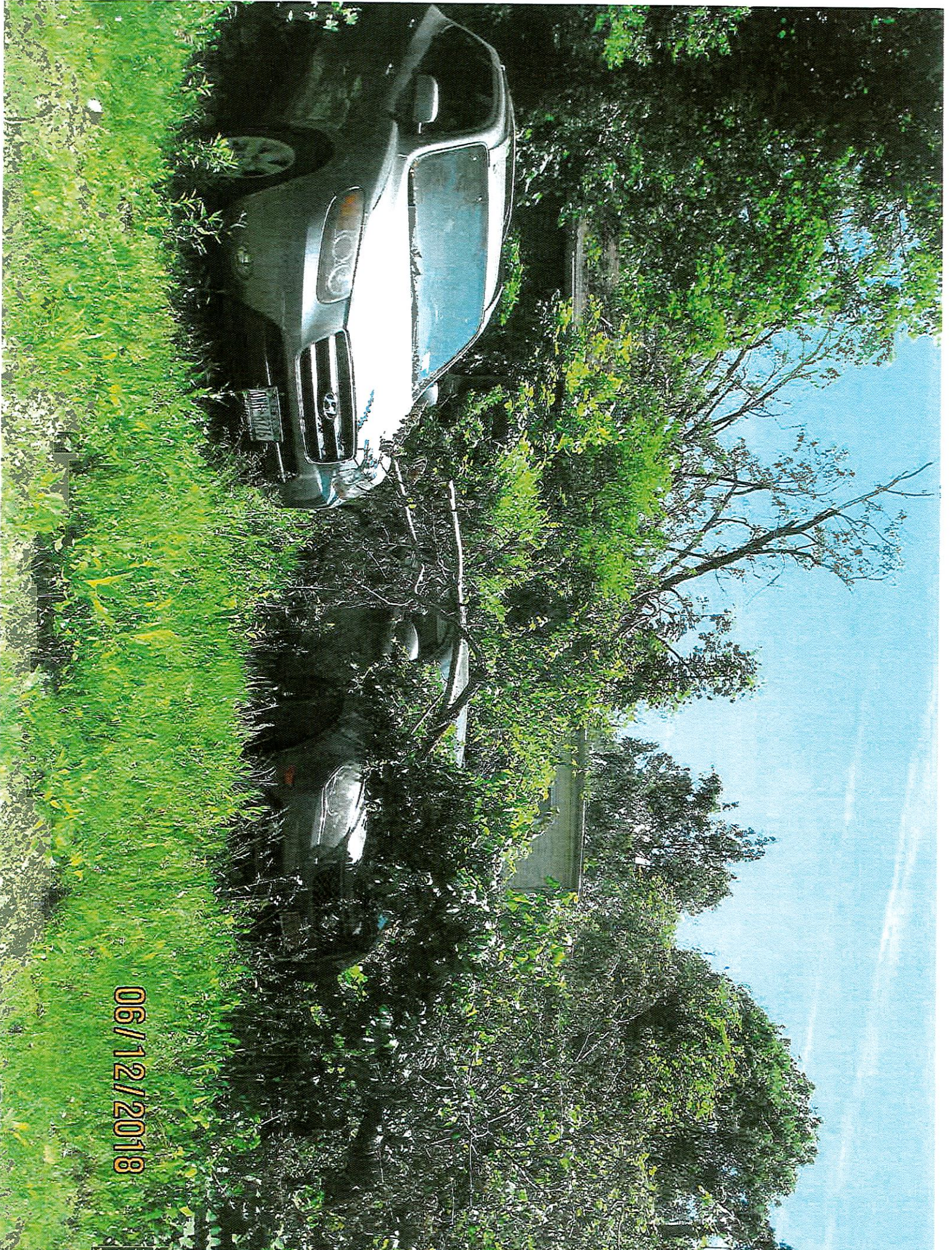
GRASS/BRUSH RUBBISH: OWNER/AGENT HAS FAILED TO MAINTAIN SITE FREE OF EXCESS WEED/GRASS/BRUSH GROWTH INCLUDING DOWNED TREES AND DEBRIS ON HOUSE AND CAR.

OWNER/AGENT MUST NOTIFY THIS OFFICE WITHIN TEN DAYS OF A PROPOSAL TO REMEDY THE AFOREMENTIONED VIOLATION. IF THE REMEDY IS NOT FORTHCOMING THE TOWN OF KENT WILL CONTRACT WITH A VENDOR TO CORRECT THE VIOLATION AND THE FEE CHARGED WILL BE CHARGED TO THE HOME OWNER OR THE TAX ASSESSMENT LEVIED ON THE SITE IF NOT PAID.

YOU ARE THEREFORE DIRECTED AND ORDERED to comply with the law and remedy the conditions above mentioned within ten days from this date. Failure to remedy the conditions aforesaid and to comply with the law and may constitute an offense punishable by fine or imprisonment or both.


WILLIAM LOONEY
ZONING ENFORCEMENT OFFICER

WILLIAM LOONEY
ZONING ENFORCEMENT
OFFICER TOWN OF KENT



06/12/2018



**BILL HENRY
TREE SERVICE**INC.

(845) 278-9355

20 Indian Hill Road
Brewster, NY 10509

Estimate

Date	Estimate #
8/12/2018	202

Name / Address
Code Enforcement Town Of Kent Carmel, NY 10512

Project

Description	Qty	Rate	Total
Job Site: 69 Clubhouse Drive, Kent, NY 10512 Remove Trees From House & Car. Chip Brush & Clean Up. Remove Wood.		3,200.00	3,200.00T

Any Questions, Please Call 845-278-9355.	Subtotal	\$3,200.00
	Sales Tax (0.0%)	\$0.00
	Total	\$3,200.00



CODE ENFORCEMENT

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

August 9, 2018

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 the undersigned and bids for correction.
Site owners have not responded to Notice of Violation.

Location requiring correction and lowest bids for site:

69 Clubhouse Drive Tax# 33.35-1-46

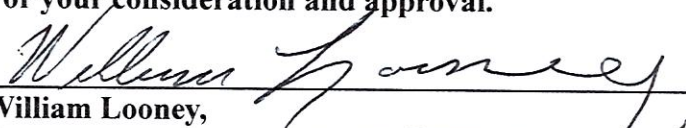
Lowest bid of \$3,000.00 has been submitted by Johnson's Tree Service.

Bill Henry Tree Service has submitted a bid in the amount of \$3,200.00

Nick's Tree Service has not submitted a bid.

Notice of Violation and bids are enclosed.

For your consideration and approval.



William Looney,
Zoning Enforcement Officer,
Town of Kent.



**JOHNSON'S
TREE SERVICE**

Estimate

1361 Route 52, Carmel, NY 10512

Phone: 845-878-7569

Email: johnsonswoodpile@aol.com

Website: www.johnsonstreeserviceinc.com

Name/Address

William Looney
Town of Kent Building Department
25 Sybil's Crossing
Kent Lakes, NY 10512

Date	Estimate No.	Project
08/13/18	200	

Item	Description	Quantity	Cost	Total
Tree Work	FOR: 69 Clubhouse Drive, Lake Carmel, NY Remove tree from house, car and also remove all tree debris from site. Putnam County Sales Tax	1	3,000.00 8.375%	3,000.00 0.00
			Total	\$3,000.00



CODE ENFORCEMENT

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

August 9, 2018

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 the undersigned and bids for correction.
Site owners have not responded to Notice of Violation.

Location requiring correction and lowest bids for site:

8 Teatown Court Tax# 33.65-1-36

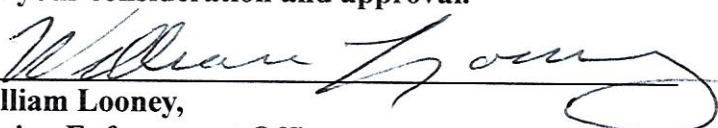
Lowest bid of \$1,466.00 has been submitted by Johnson's Tree Service.

Bill Henry Tree Service has submitted a bid in the amount of \$1,650.00

Nick's Tree Service has not submitted a bid.

Notice of Violation and bids are enclosed.

For your consideration and approval.



William Looney,
Zoning Enforcement Officer,
Town of Kent.



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

ORDER TO REMEDY VIOLATION

Location: 8 Teatown Ct Kent, NY

Map NO: 33.65-1-36

Date: 7/5/2018

TO:

Joe DeMonico
PO BOX 132
Eastchester, NY 10709-0132

PLEASE TAKE NOTICE: THERE EXISTS A VIOLATION OF:

Town of Kent Municipal Code\Chapter 55 A Property Maintenance Code (B) (1) (c)

at premises hereinafter described in that:

DANGEROUS TREE: THERE EXISTS ON SITE DANGEROUS TREES POSING A THREAT TO THE HEALTH AND SAFETY OF THE HOMEOWNER OR OF ADJACENT PEOPLE AND PROPERTY.

OWNER HAS TEN DAYS FROM THIS DATE TO SUBMIT A PLAN TO THIS OFFICE TO REMOVE THE DANGER PRESENTED BY THE INDICATED TREES. IF THE ABOVE LISTED VIOLATION IS NOT CORRECTED, NOR NOTICE RECEIVED, THE TOWN OF KENT WILL CONTRACT WITH A VENDOR TO ADDRESS THE ISSUE AND THE FEE THE COMPANY PRESENTS WILL BE CHARGED TO THE PROPERTY OWNERS. IF THE PROPERTY OWNERS FAIL TO PAY THE BILL THE DEPT WILL BE ATTACHED TO THE OWNER'S TAX BILL PAYABLE ON THE NEXT INSTALLMENT.

YOU ARE THEREFORE DIRECTED AND ORDERED to comply with the law and remedy the conditions above mentioned within ten days from this date. Failure to remedy the conditions aforesaid and to comply with the law and may constitute an offense punishable by fine or imprisonment or both.





Estimate

1361 Route 52, Carmel, NY 10512

Phone: 845-878-7569

Email: johnsonswoodpile@aol.com

Website: www.johnsonstreeserviceinc.com

Name/Address
William Looney Town of Kent Building Department 25 Sybil's Crossing Kent Lakes, NY 10512

Date	Estimate No.	Project
06/22/18	188	

Item	Description	Quantity	Cost	Total
Tree Work	For: 8 Teatown Court, Carmel, NY Downed tree in front and dead tree in front	1	1,600.00	1,600.00T
	Putnam County Sales Tax		8.375%	134.00
				<i>\$140.00</i>
Total				\$1,734.00



(845) 278-9355

20 Indian Hill Road
Brewster, NY 10509

Estimate

Date	Estimate #
6/23/2018	180

Name / Address
Code Enforcement Town Of Kent Carmel, NY 10512

			Project
Description	Qty	Rate	Total
Remove Downed Oak Tree On Wall. Chip Brush & Clean Up. Remove Wood.		400.00	400.00T
Remove Remainder Of Dead Oak Tree. Chip Brush & Clean Up. Remove Wood.		1,250.00	1,250.00T
Tax Exempt # 7094192 Job Site: 8 Teatown Court, Kent, NY			
Any Questions, Please Call 845-278-9355.		Subtotal	\$1,650.00
		Sales Tax (0.0%)	\$0.00
		Total	\$1,650.00

(14)

Reply all | Delete Junk |

water system



Cemco Water & Wastewater Specialists, Inc. <cemco59@gmail.com>

Reply all |

Today, 1:45 PM

Tamara Harrison

Inbox

Tamara,

Good afternoon, to follow up on our conversation about the water system for Kent Center.

The proposed project is to add a chemical injection system that utilizes phosphate that "coats" the piping on the inside. The system will consist of a chemical feed pump, chemical crock(50 Gal), feed line and injector.

The second portion of the project would be to add an automatic flushing valve to each building that will automatically purge water nightly to eliminate water remaining in the buildings plumbing for extended periods of time. The system uses very little water daily but has quite a large capacity between storage and piping, and this will move water daily regardless of the usage.

The budget for the project as described should remain under \$6000.00 as discussed with Roy.

Please call me for any clarification, 914-906-0402 is my cell #.

I will also forward the original letters from the DOH.

This system was designed and chosen for its lower cost and effectiveness. It has been approved by the Putnam County DOH.

Mike

--

Danielle Alvarez-Woolley

Director of Administration

CEMCO Water & Wastewater Specialists, Inc.

[59 Healey Lane](#)[Stormville, NY 12582](#)

845-878-9711