

**TOWN OF KENT  
TOWN BOARD MEETING  
Tuesday, November 9, 2021**

**Public Hearings** – 7:00 p.m.

2022 Preliminary Budget

2022/2023 Lake Carmel Fire Department Contract

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

1. Pledge of Allegiance
2. Roll Call
3. Discuss and/or Vote on the following:
  - a. Military Banner Committee Presentation
  - b. Planning – Accept Erosion Control Bond and Final Inspection Fee TM 32.-1-9-1
  - c. Request for approval of equipment installation on cell tower
  - d. Reappoint Provisional Assessor
  - e. Appoint/Advertise for Court Officer
  - f. December Town Board Meeting dates
  - g. Code Enforcer – correction of violation at TM# 33.74-1-36
  - h. Accept grant awarded under the NYSDEC Hudson River Estuary Program
  - i. Approval of Vouchers and Claims
4. Announcements
5. Public Comment

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

**THIS AGREEMENT** made as of the \_\_\_<sup>st</sup> day of \_\_\_\_\_ 2021 and effective as of January 1, 2022, by and between the TOWN OF KENT, a municipal corporation of the State of New York, having an office and place of business at 25 Sybil’s Crossing, Carmel, New York 10512 (hereinafter referred to as the “Town”); and the LAKE CARMEL FIRE DEPARTMENT, INC., having its business offices at 851 Route 52, Carmel, New York 10512 (hereinafter referred to as the “Fire Department”);

**WHEREAS**, there has been duly established in the Town of Kent a fire protection district known as the Lake Carmel Fire Protection District No. 1 (the “District”); and

**WHEREAS**, the Fire Department has proposed to provide fire protection, emergency rescue, ambulance and first aid (collectively referred to herein as “Fire Protection Services”) to the District for the term and for the compensation set forth below; and

**WHEREAS**, the Town and the Fire Department are desirous of entering into an agreement to provide Fire Protection Services to the District, and

1. The Town is a municipal corporation of the State of New York.
2. The Town desires to contract with the Fire Department for Fire Protection services.
3. The Fire Department has the necessary qualifications to provide the services desired by the Town.
4. The Fire Department is willing to be employed by the Town, and the Town is willing to employ the Fire Department on the terms and conditions hereinafter set forth.
5. The Town has the necessary funds to pay the Fire Department pursuant to the terms of the Contract; and

WHEREAS, by Resolution dated \_\_\_\_\_, 2021, after a public hearing, the Town Board of the Town of Kent awarded the Fire Department the contract to provide Fire Protection Services to the District; and

WHEREAS, the Fire Department agrees to furnish to the Town Fire Protection Services in the District for the 2022 and 2023 calendar years, and the Town agrees on behalf of the District to pay the Fire Department the sum of \$995,833.39 for 2022 and 998,322.97 for 2023 for its services for said years;

NOW, in consideration of the mutual covenants contained herein, the Town and the Fire Department hereby agree that the terms and conditions of this Contract shall govern the agreement between the parties, and the parties hereto further agree as follows:

### **SECTION I - EMPLOYMENT**

1. The members of the Fire Department, while engaged in the performance of their duties in answering, attending upon or returning from any call provided for by this Contract, shall have all the rights, privileges and immunities granted by the laws of the State of New York.

2. The Fire Department shall at all times during the period of this contract be subject to call for attendance upon any situation requiring Fire Protection Services occurring in the District. Fire protection shall not include inspections of buildings and properties in the fire protection district. Fire Protection may include but need not be limited to: responding to structure fires, wild land, brush and vegetation fires, fire alarms and carbon monoxide alarms, hazardous materials calls and spills (at an operations level), emergency ambulance services, search and rescue, traffic control at accidents, downed wire calls, gas and other odor calls, and non-emergency assists of homeowners and assistance to vehicle operators.

When notified of a call within the District and when available, the Fire Department shall respond and attend upon the call with appropriate expedience and with suitable equipment and qualified personnel as, in the reasonable judgment of the Fire Chief, shall be necessary. Upon arriving at the scene of the call the firepersons attending shall proceed diligently and as deemed by the Incident Commander to be reasonable and necessary. Provided a system of mutual aid is in place, the failure of the Fire Department to respond to a call, or the failure of the Fire Department to respond to a call when multiple calls arise at or about the same time shall not be a violation of this Contract.

3. By the first day of September of each year, the Fire Department shall provide a copy of its budget for the following year, a fiscal year commencing January 1 to December 31, to the Town. The Town shall hold a public hearing and provide to the public the proposed contract along with the proposed contractual amount no later than the last day of October.

4. The Fire Department shall, in accordance with Section 209-z of the General Municipal Law, have its records audited annually by an independent certified public accountant or firm of certified public accountants and within 60 days of the end of the Fire Department's fiscal term, it shall submit a copy of its audit report to the Town Board.

5. Following the approval by the Fire Department of a new member, the Fire Department shall submit the name of the new member along with a copy of the new member's application and arson and background investigation check to the Town Board for approval pursuant to Not-For-Profit Law 1402(c)(3). The submittal of information may be made by 3pm prior to the regularly scheduled meeting via fax or email to the Town Clerk and the request for approval will be acted upon without delay, but in no event later than 30 days after receipt by the

Town Clerk of the submittal of the new member information. Along with the request for approval of the new member, the Fire Department shall confirm in writing to the Town Board that the addition of the new member will not violate the terms of Paragraph 6 below.

6. Except as otherwise permitted by law, the Fire Department must maintain an annual membership containing no more than forty-five (45%) percent of its members living outside of the fire protection district.

7. Pursuant to Not-For-Profit Law Section 1402(f) and within 30 days of the Fire Department's annual elections of officers and directors, the Fire Department shall make and file in the Putnam County Clerk's Office a verified certificate stating the names of the directors and officers of the corporation, containing an inventory of its property, a statement of its liabilities and that the corporation has not engaged, directly or indirectly, in any business other than that set forth in its certificate of incorporation. A copy of same shall be simultaneously filed with the Town Clerk.

8. By March 15 of each contract year, the Fire Department shall submit to the Town Board a list of the members who have achieved for the previous year the point requirements set forth in Section 217 of the General Municipal Law for the Length of Service Award Program (LOSAP). The Department shall maintain, for a period of 7 years from each calendar year, the supporting documentation substantiating that the members have qualified for their Department points and LOSAP points and said information shall be available for audit by the Town within five (5) days of its request to review said information. Said supporting documentation should include copies of the sign in sheets or point sheets (electronic versions are acceptable) or any electronic sign in data, if such a system is used.

## **SECTION 2-BEST EFFORTS OF FIRE DEPARTMENT**

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

## **SECTION 3 - TERMS OF EMPLOYMENT**

Employment under this Contract shall commence as of January 1, 2021 and shall continue for a period of (1) Year until December 31, 2021.

## **SECTION 4-COMPENSATION OF FIRE DEPARTMENT**

The Town, in consideration of the Fire Department faithfully complying with all the terms and conditions herein set forth, shall pay to the Fire Department and the Fire Department shall accept from the Town the sum designated for each year as set forth above. All monies charged hereunder shall be a charge upon the taxable property located in the Town.

## **SECTION 5-FIRE DEPARTMENT TO COMPLY WITH LAW**

The Fire Department agrees to comply with the provisions of Sections 103-a and 103-b of the General Municipal Law and Section 139-b of the State Finance Law, regarding waiver of immunity when called before a Grand Jury. All other provisions of law required to be made a part of this Contract are hereby deemed incorporated herein. Performance under the terms and conditions of this Contract shall be subject to conformance with all applicable laws, rules and regulations in effect as of the date of this Contract including without limitation, the necessary reports and filings to be made under Section 519 of the Not For Profit Law and Sections 30-A and 33a of the General Municipal Law.

### **SECTION 6-ASSIGNMENT**

This Contract may not be assigned by the Fire Department or its right, title and interest therein assigned, transferred, conveyed, sublet or disposed of without the prior consent, in writing, of the Town. In addition, if ambulance service is changed, it shall be responsibility of the Fire Department to notify all resident of the District.

### **SECTION 7-REMEDIES**

This Contract may be terminated upon a material breach which remains uncorrected after thirty (30) days written notice to the Fire Department by the Town sent by certified mail, return receipt requested. Upon termination, the Department shall remit its pro-rata share of that year's contract funds to the Town.

### **SECTION 8-ENTIRE AGREEMENT**

It is understood that this Contract constitutes the entire agreement between the Fire Department and the Town. Should any part of this Contract be declared void by legal ruling, all other parts of this Contract shall remain in effect.

### **SECTION 9-INSURANCE/INDEMNIFICATION**

Except as stated below, the Fire Department, at its own cost and expense, shall provide a policy or policies of insurance customarily required for the operation of volunteer fire department including without limitation a policy of (a) directors and officers insurance covering the Fire Department administration; and (b) general liability insurance providing for insurance coverage in a minimum aggregate amount of Two Million Dollars (\$2,000,000.00) and shall provide

additional coverage in said certificate of insurance to include liability products and completed operations. The Fire Department shall provide to the Town certificates of insurance evidencing the aforementioned coverage, naming it as an additional insured which shall contain provisions indicating that said policies may not be cancelled without at least 30 days-notice to the Fire Department and the Town.

Town shall remain liable for benefits payable under the Volunteer Firefighters' Benefit Law (VFBL) as required by Section 30 of the VFBL. Town shall arrange for coverage of the VFBL benefits, which for the year 2021 shall be \$46,119. Town will deduct such amount from the contract price as to be remitted to the County for the cost of the VFBL.

#### **SECTION 10-NONDISCRIMINATION**

During the term of this Contract, the Fire Department agrees that in accordance with Article 15 of the Executive law (also known as the Human Rights law) and all other state and federal statutory and constitutional non-discrimination provisions, the Fire Department will not discriminate against any volunteer or applicant because of race, creed, color, sex, national origin or marital status, except as permitted by law. The Fire Department is subject to possible termination of this Contract and forfeiture of all monies due hereunder for a violation of this clause.

#### **SECTION 11-GOVERNING LAW**

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

#### **SECTION 12-PARTIAL INVALIDITY**

If any term, covenant, condition or provision of this Contract or the application thereof to



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

### **SECTION 13-ENDORSEMENTS**

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

### **SECTION 14-NOTICE OF CLAIM**

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

### **SECTION 15-COUNTERPARTS**

This Contract may be executed in counterparts and when taken together, shall constitute one Contract.

### **SECTION 16-RESOLUTION**

This contract has been approved by a majority of the members of the Fire Department by Resolution adopted in accordance with the Fire Department By-Laws at either a regular or special meeting.

### **SECTION 17- NOTICES**

All notices, requests, demands and other communications required or permitted to be

given hereunder shall be in writing, and shall be deemed duly given if delivered by hand or mailed by a registered or certified mail, return receipt requested, to the parties at the the addresses listed above.

**SECTION 18- CERTIFICATE OF INCORPORATION AND BY-LAWS**

If not already in place, the Fire Department shall amend its Certificate of Incorporation to (a) expand on its purposes section to include reference to emergency ambulance services, (b) provide the authorization solicit donations, (c) provide the power to provide mutual aid services; (d) reduce its territory for response area to the boundaries of Fire Protection District No. 1; (e) list each of its original directors and that each director shall be at least 18 years of age; and (f) to provide for indemnification of its directors, which may alternatively be provided for in its bylaws. The Fire Department shall submit a copy of its By-Laws to the Town in effect for calendar year 2021.

**SECTION 19- APPROVAL OF FUNDRAISING ACTIVITIES**

The Town hereby authorizes the Fire Department to engage in fundraising activities as it deems necessary, appropriate or convenient.

**ATTESTATION CLAUSE**

**IN WITNESS WHEREOF**, the parties have executed this Contract on the date first above written.

THE TOWN OF KENT

LAKE CARMEL FIRE DEPARTMENT, INC.

By: \_\_\_\_\_  
Maureen Fleming, Supervisor

By: \_\_\_\_\_  
\_\_\_\_\_, President

STATE OF NEW YORK )

ss:

COUNTY OF PUTNAM )

On the \_\_\_\_ day of \_\_\_\_\_, 2021, before me, the undersigned personally appeared Maureen Fleming, 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), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK )

ss:

COUNTY OF PUTNAM )

On the \_\_\_\_ day of \_\_\_\_\_, 2021, before me, the undersigned personally appeared \_\_\_\_\_ 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), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public

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

email: [planningkent@townofkentny.gov](mailto:planningkent@townofkentny.gov)  
Kent, NY 10512  
Fax: 845-306-5283

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# Memorandum

**DATE:** November 4, 2021  
**TO:** Finance Department  
**CC:** [jloguidice@insite-eng.com](mailto:jloguidice@insite-eng.com)  
**FROM:** Vera Patterson  
**RE:** Clearpool Maintenance Bldg TM: 32.-1-9-1  
Erosion Control Bond – Resolution 14, 2021

Please find attached supporting documentation for the bond noted above as well as the Bond Agreement along with the following checks:

Keybank National Association - #119926 from Green Chimneys, Caller 19, Brewster, NY 10509  
For an Erosion Control Permit in the amount of \$3,665.00

The Inspection Fee of \$1,000.00 is already in the escrow account, so we're not requesting additional funds. .

Please hold this material until the Town Board accepts the Bond Agreement at their next Board meeting.

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

email: [planningkent@townofkentny.gov](mailto:planningkent@townofkentny.gov)  
Kent, NY 10512  
Fax: 845-306-5283

Resolution #14

Year 2021

Date: November 4, 2021  
From: The Kent Planning Board  
To: The Kent Town Board  
CC:

Re: **Recommendation to Accept an Erosion Control Bond and  
Final Inspection Fee and To Forward them to the Town Board Pertaining to:  
The Clearpool Education Center/Maintenance Building  
33 Clearpool Road  
Kent, NY 10512  
FM: 32.-1-9.1  
Attn: Cheryl Tricario**

Resolved: On October 14, 2021 the Kent Planning Board reviewed material pertaining to the recommendation noted above and agreed that it was appropriate to accept the bond and inspection and to forward them to the Town Board for their action.

Mr. Tolmach asked for a motion to accept the following items and to forward them to the Kent Town Board:

An Erosion Control Bond - in the amount of: \$ 3,665.00  
Final Inspection Fee - in the amount of \$ 1,000.00

The motion was made by Mr. German and seconded by Mr. Gattucci. The roll call votes were as follows:

Phillip Tolmach, Chairman	<u>Aye</u>
Dennis Lowes, Vice Chairman	<u>Aye</u>
Simon Carey	<u>Aye</u>
Giancarlo Gattucci	<u>Aye</u>
Hugo German	<u>Aye</u>
Stephen Wilhelm	<u>Aye</u>

The motion carried.

I, Vera Patterson, Planning Board Secretary of the town of Kent, County of Putnam, State of New York, do hereby certify that the foregoing is a true excerpt from the minutes of a meeting of the Planning Board of the Town of Kent held on October 14, 2021.

Dated: November 4, 2021

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Vera Patterson  
Planning Board Secretary



Town of Kent  
25 Sybils Crossing  
Kent Lakes, NY 10512

October 29, 2021

**REQUEST FOR APPROVAL OF PROPOSED INSTALLATION OF EQUIPMENT**

SITE NUMBER	SITE NAME	PROJECT NUM.	CUSTOMER*
208442	Kent Landfill	13654108	VERIZON WIRELESS
SITE ADDRESS		GROUND AGREEMENT	
146 Ressique Street Kent Lakes, New York 10512		Wireless Communications Site Lease Agreement dated October 4, 2012	

\* any reference to VERIZON WIRELESS includes one or more of its related entities

Dear Landlord:

We, MD7, are assisting American Tower in the management of this site, including requesting consent from landlords on behalf of American Tower when such consent is required. We are writing to request your approval of a proposed equipment installation by VERIZON WIRELESS, at this site. VERIZON WIRELESS is an existing user of the tower at this site, however pursuant the ground agreement we are required to obtain your approval before we allow them to install their equipment.

Also, included for your convenience are the Tower Modification Drawings and the related Construction Drawings.

As wireless technology and coverage demands continue to change, providers routinely replace and upgrade equipment. Below are a few answers to frequently asked questions we receive from landlords on this type of project:

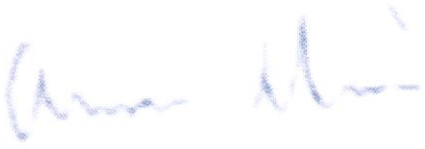
- All work will take place within the existing compound and on the existing tower.
- The overall appearance of the tower will remain similar.
- The modification of VERIZON WIRELESS's equipment will not change the overall height of the tower.
- You may receive revenue share pursuant to the ground lease as a result of this equipment modification.

If you could please approve of this proposed equipment modification by signing this letter below and returning it to my attention, either by mail or email, I would appreciate it.

American Tower values our relationship with you so if there are any questions please do not hesitate to contact me directly.

Thank you for your time.

Sincerely,



Amar Alhakim  
Lease Consultant, MD7  
E: aalhakim@md7.com | P: 858.754.2153

**Approval**

I approve of the proposed modification of equipment by VERIZON WIRELESS at the site referenced above.

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

Print Name:

Title:



Office (845) 306-5595  
Fax (845) 225-5130

Email: [ceovacant@townofkentny.gov](mailto:ceovacant@townofkentny.gov)

Oct. 30th, 2021

To: Supervisor Fleming and Town Board Members of Kent  
From: Jack Keher C.E.O. of Vacant Buildings  
Re: 8 Heathcote Rd

TM.# 33.74-1-36

Enclosed please find the violation issued by the undersigned and bids for correction. The site owner is deceased and efforts to contact family members has gone unanswered.

The following proposals have been submitted;

Bill Henry Tree Service:	\$850.00
Johnson's Tree Service:	Failed to submit bid
Larry Reynolds Tree Service:	\$800.00

For your consideration and approval.

Respectfully,

Jack Keher  
Town of Kent  
C.E.O. of Vacant Buildings





Code Enforcement Officer for Vacant Buildings  
OF  
THE TOWN OF KENT, PUTNAM COUNTY, N.Y. 10512  
845-306-5595

## ORDER TO REMEDY VIOLATION

Lilly Bisignano  
13 Laurie Rd  
Cortland Manor, NY 10567

Tax Map #: 33.74-1-36

Date: October 5, 2021

Owner: Rose Bisignano  
8 Heathcote Rd  
Kent, NY 10512

Report # C-2021-0236

### Complaint:

Structure is unable to be viewed due to high grass, brush and trees throughout the property. Also property has not been registered with the Town of Kent as a vacant property.

### Inspections related to this complaint found the following:

Unable to view structure due to overgrown grass, brush and trees throughout the property. Discovered a new contact for property, Lilly Bisignana daughter-in-law of owner who is deceased. Left message for her to call in regards to property.

### In violation of :

**Town of Kent Municipal Code\Chapter 55B - Registrable Property\Chapter 55B-Registrable Property which states**

**Town of Kent Municipal Code\Chapter 55B - Registrable Property\Chapter 55B-Registrable Property \Section 6.A - Owner of vacant property which states** Any owner of vacant property located within the Town shall, within 10 days after the property becomes vacant, register the real property with the Town registry.

**Town of Kent Municipal Code\Chapter 55B - Registrable Property\Chapter 55B-Registrable Property \Section 6.B - Registration- which states** Initial registration pursuant to this section shall contain, at a minimum the name of the owner, the mailing address of the owner, email address and telephone number of the owner, and if applicable, the name and telephone number of the property manager and said person's address, email address, and telephone number.

**Town of Kent Municipal Code\Chapter 55B - Registrable Property\Chapter 55B-Registrable Property \Section 8A - Maintenance which states** In addition to the conditions set forth in Chapter 55A of the Town Code regarding property maintenance, properties subject to this article shall be kept free of weeds, overgrown brush, dead vegetation, trash, junk, debris, building materials, any accumulation of newspaper circulars, flyers, notices, except those required by federal, state or local law, discarded personal items including, but not limited to, furniture, clothing, large and small appliances, printed material, or any other items that give the appearance that the property is abandoned.

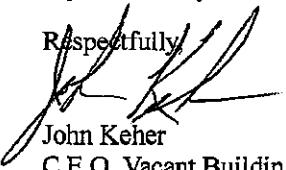
**Town of Kent Municipal Code\Chapter 55B - Registrable Property\Chapter 55B-Registrable Property \Section 9B- Secure Manner- which states** A "secure manner" shall include, but not be limited to, the closure and locking of windows, doors, gates and other openings of such size that may allow a child to access the interior of the property or structure. Broken windows, doors, gates, and other openings of such size that may allow a child to access the interior of the property or structure must be repaired. Broken windows shall be secured by reglazing of the window.

You are hereby directed and ordered to remedy the violations by:11/5/2021

Failure to remedy the condition aforesaid and to comply with the applicable provisions of the law may constitute an offense punishable by fine or imprisonment or both.

If you have any further questions, please feel free to contact me at 845-225-3900.

Respectfully,



John Keher  
C.E.O. Vacant Buildings  
Town of Kent

Re: #8 Heathcote Rd

JK

Jack Keher  
Tue 10/26/2021 10:55 AM  
To: Larry Reynolds <larryreynoldstree2@gmail.com>



I received your bid. Thank you.

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**From:** Larry Reynolds <larryreynoldstree2@gmail.com>  
**Sent:** Tuesday, October 26, 2021 10:53 AM  
**To:** Jack Keher <CEOVacant@townofkentny.gov>  
**Subject:** #8 Heathcote Rd

**TOWN OF KENT NOTICE**

THIS EMAIL IS FROM AN EXTERNAL SENDER!

DO NOT click links, DO NOT open attachments, DO NOT forward if you were not expecting this email or if it seems suspicious in any way! REMEMBER: NEVER provide your user ID or password to anyone for any reason!

Clear and chip trees/saplings and brush from entrance and 15 feet around house to gain access \$800.00

Reply | Forward



**BILL HENRY  
TREE SERVICE**

**(845) 278-9355**

20 Indian Hill Road  
Brewster, NY 10509

# Estimate

Date	Estimate #
10/20/2021	588

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

			Project
Description	Qty	Rate	Total
Job Site: 8 Heathcote Road, Kent  Remove Trees In Front Yard & Around House. Trim Trees 10' Off House. Chip Brush & Clean Up.		850.00	850.00T
Any Questions, Please Call 845-278-9355.		<b>Subtotal</b>	\$850.00
		<b>Sales Tax (0.0%)</b>	\$0.00
		<b>Total</b>	\$850.00