

**Town of Kent**  
**Town Board Meeting**  
**September 20, 2022**

**Public Hearing:**

NY Forward Grant

**Workshop/Meeting 7pm**

1. Pledge of Allegiance
2. Roll Call
3. Discussion and/or Vote on the following:
  - a. Planning Board release escrows: Bernie's Hidden Treasure, T and M Rustic Home, and Honey Cakes
  - b. Planning Board accept Erosion Control Bond and accept a long-term facilities storm water management facilities
  - c. Win Waste Innovations Contract (Lake Carmel)
4. Vouchers
5. Announcement
6. Public Comment

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 #12  
Year 2022

Date: September 8, 2022  
From: The Kent Planning Board  
To: Finance  
CC: Gastelu99@gmail.com  
Re: **Bernie's Hidden Treasures**  
531 Rte. 52 – Suite 4  
Kent, NY 10512  
TM: 33.48-1-6  
Release of funds in Escrow Accountt

Resolved: On September 8, 2022 the Kent Planning Board reviewed material pertaining to the recommendation noted above and agreed that it was appropriate to release the funds remaining in the escrow account, which is \$187.50, for the above mentioned property. Attached is supporting documentation.

Mr. Tolmach asked for a motion to release funds remaining in the escrow account for the above mentioned property.


The motion was made by Dennis Lowes and seconded by Simon Carey. 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>
Sabrina Cruz	<u>Absent</u>
Giancarlo Gattucci	<u>Aye</u>
Hugo German	<u>Aye</u>
Stephen Wilhelm	

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 September 8, 2022.

Dated: September 9, 2022

  
\_\_\_\_\_  
Vera Patterson  
Planning Board Secretary

⏪ Reply all ▾ 🗑 Delete 🚫 Junk Block ...

## Re: Bernie's Hidden Treasure - please send an email requesting a refund of escrow

MG Margie Gastelu <gastelu99@gmail.com>  
To: Planning Kent



Thu 8/18/2022 12:10 PM

### 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!

Good afternoon,

Please refund my escrow.

Sincerely,

Margie Gastelu

On Thu, Aug 18, 2022, 11:45 AM Planning Kent <[planningkent@townofkentny.gov](mailto:planningkent@townofkentny.gov)> wrote:

I want to have your escrow refunded in September, so please just send an email asking for it back. I have one invoice in the amount of \$312.50 so you will get back \$187.50.

Thanks very much.

Vera Patterson  
Town of Kent  
Planning Board Secretary  
25 Sybil's Crossing  
Kent, NY 10512  
[planningkent@townofkentny.gov](mailto:planningkent@townofkentny.gov)  
845-306-5612 (T)  
845-306-5283 (F)

Reply | Forward

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

# Memorandum

**DATE:** August 21, 2022  
**TO:** Finance Department  
**CC:** Gastelu99@gmail.com  
**FROM:** Vera Patterson  
**Re:** Bernie's Hidden Treasure  
TM: 33.48-1-6 Ste. 4

Please process the following invoices from the escrow account for the property noted above.. Attached is a copy of the review/escrow summary.

Date	INVOICE #	VOUCHER NAME	AMOUNT	COMMENTS
07/26/22	Billing Period Ending 07/01/22	CPL Invoice 84362	\$ 312.50	See attached bill for breakdown \$ 312.50 Total Labor: \$ 312.50 Total Reimbursables: \$ 0.00 Total Amount Due: \$ 312.50

**Bernie's Hidden Treasure TM: 33.48-1-6 Suite 4**

<b>Date</b>		<b>Deposits</b>	<b>Fees</b>	<b>Balance</b>
06/30/22	Keybank Ck 102 - Sign Approval	150.00		
06/30/22	Keybank ck 103 - Escrow	500.00		500.00
08/16/22	CPL 84362		(312.50)	187.50

# TOWN OF KENT

25 Sybil's Crossing  
Kent Lakes, NY 10512

## VOUCHER

Claimant's  
Name And  
Address

CPL  
255 Woodcliff Dr.  
Suite 200  
Fairport, NY 14450

Tax I.D. #

16-1283651

PURCHASE  
ORDER NO.

DO NOT WRITE IN THIS BOX

DATE VOUCHER RECEIVED		VOUCHER NO.
PUND - APPROPRIATION	AMOUNT	
TOTAL		
ABSTRACT NO.		
VENDOR'S REF. NO.		

DATES	QUANTITY	DESCRIPTION OF MATERIALS OR SERVICES	UNIT PRICE	AMOUNT
8/10/2022		Invoice #84362 CPL# 16570.10 Kent-Planning Board 2022		\$312.50
		Bermie's Treasure Sign		
(SEE INSTRUCTIONS ON REVERSE SIDE)			TOTAL	\$312.50

### CLAIMANT'S CERTIFICATION

I, Timothy Moot, PG \$312.50 IS TRUE AND CORRECT; THAT THE ITEMS, SERVICES AND DISBURSEMENTS CHARGED WERE RENDERED TO OR FOR THE MUNICIPALITY ON THE DATES STATED; THAT NO PART HAS BEEN PAID OR SATISFIED; THAT TAXES, FROM WHICH THE MUNICIPALITY IS EXEMPT, ARE NOT INCLUDED AND THAT THE AMOUNT CLAIMED IS ACTUALLY DUE.

8/10/2022 \_\_\_\_\_ Principal  
 DATE SIGNATURE TITLE  
 (SPACE BELOW FOR MUNICIPAL USE)

**DEPARTMENT APPROVAL**  
 The above services or materials were rendered or furnished to the municipality on the dates stated and the charges are in effect.

8/22/22 \_\_\_\_\_  
 DATE AUTHORIZED OFFICIAL

**APPROVAL FOR PAYMENT**  
 This Claim is approved and ordered paid from the appropriations indicated above.

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 DATE AUDITING BOARD



**CPL**  
**ARCHITECTURE**  
**ENGINEERING**  
**PLANNING**  
 CPLteam.com

**Invoice**

August 10, 2022  
 Project No: 16570.10  
 Invoice No: 84362

Town of Kent Planning Board  
 Attn: Vera Patterson  
 25 Sybil's Crossing  
 Kent, NY 10512

Kent T PB 2022 Bernie's Treasures Sign  
Professional Services for the period ending July 29, 2022  
**Professional Personnel**

	Hours	Rate	Amount
Axelson, Elizabeth	1.50	125.00	187.50
7/5/22 Revw sit pl/sig Ap submtl per mapng resorcs/cod; prep rev nots/begin prep De Minimus let; rev aditnl Info fr Ap Rep/Bldg Dept; prep mesgs to Ap Rep/Bldg Dept coresep w/Plang Bd/Ap Reps;			
Axelson, Elizabeth	1.00	125.00	125.00
7/6/22 Finsh revw sit pl/sig Ap submtl per mapng resorcs/cod; prep De Minimus revw let; rev Info fr Bldg Dept; prep mesgs to Ap Rep/Bldg Dept coresep w/Plang Bd/Ap Reps;			
Totals	2.50		312.50
<b>Total Labor</b>			<b>312.50</b>
<b>Total this Invoice</b>			<b>\$312.50</b>

Timothy Mool, PG



ARCHITECTURE  
ENGINEERING  
PLANNING  
CPLteam.com

July 5, 2022

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

and

William Walters, Building Inspector  
Town of Kent Planning Board  
25 Sybil's Crossing  
Kent Lakes, NY 10512

RE: Bernie's Hidden Treasures Sign De Minimis Determination  
531 Route 52, Suite 4 / Tax Map ID # 33.48-1-6  
CPL Project # 16570.10

Dear Chairman Tolmach:

We have received an application and materials for a sign approval for a sign located at 531 Route 52, Suite 4, on property tax map identification number 33.48-1-6, which is located in the C (Commercial) zoning district. The facade length of the plaza occupancy where Bernie's Hidden Treasures and the proposed wall sign would be located is twenty feet (20').

We have reviewed the following materials in the submitted sign plan approval application, in accordance with all pertinent regulations, requirements and standards of the Code of the Town of Kent, Chapter 77, Zoning, including the following:

- combined application and documents signed or dated June 28, 2022; and received July 5, 2022;
- submitted detailed specifications of the proposed wall sign, and dimensions of the proposed five foot by one foot (5' X 1') sign, or five square feet (5 SF), submitted by the Applicant, Margie and Bernard Gastelu, apparently prepared by the applicant, received July 5, 2022; and
- Photograph of the storefront where the proposed sign would be located, received July 5, 2022.

We also examined the site via Putnam County Parcel mapping, GoogleEarth Pro aerial photography and street views and the Town of Kent Zoning map, showing the existing commercial plaza and noting the proposed location of the sign and required setback from the subject property's front lot line.

No lighting is proposed for the 5 SF wall sign, which is consistent with the general design and placement of other wall signs for other occupancies in this commercial plaza. Based on the length of the occupancy's facade of 20 feet, where the proposed business and sign would be located, and zoning subsection 77-37, A (2), and the requirement that a wall sign "... shall not exceed one square foot for





RE: Bernie's Hidden Treasures Sign De Minimis Determination  
531 Route 52, Suite 4 / Tax Map ID # 33.48-1-6  
CPL Project # 16570.10

every two linear feet of the front building façade ...", then the proposed wall sign would be allowed a maximum size of 10 square feet.

As per the provisions of Zoning section 77-60, a site plan approval before the Town of Kent Planning Board would ordinarily be required for the proposed sign. However, as per section 77-60, D. Exemptions and Waivers for De Minimis Activities, subsection (2) De Minimis Waivers., it is my opinion that that this proposed sign is a de minimis construction activity for which site plan approval is not necessary. Under this zoning provision, I recommend that the Building Inspector issue a building permit.

Sincerely,  
Elizabeth Axelson



Planner  
CPL

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

# Memorandum

**DATE:** June 30, 2022  
**TO:** Finance Department  
**CC:** [Gastelu99@gmail.com](mailto:Gastelu99@gmail.com)  
**FROM:** Vera Patterson  
**RE:** Bernie's Hidden Treasure – TM: 33.48-1-6 Suite 4

This is a new project for sign approval, so please open a new escrow account. Attached is supporting documents and the following checks:

1-800-Key2You/Keybank National Assn. Bank Check 102, dated 6/28/22 in the amount of \$150.00, which is for the application for the sign; and

1-800-Key2You/Keybank National Assn. Bank Check 102, dated 6/28/22 in the amount of \$500.00, which is for an escrow account

Thanks very much.

TOWN OF KENT PLANNING BOARD

SITE PLAN CHECKLIST

APPLICANT NAME: Bernie's Hidden Treasures

ADDRESS: 531 Rte 52 - Suite Kent, NY

email: gastelu99@gmail.com

CONTACT TELEPHONE NUMBER: \_\_\_\_\_

TM: 33-48-1-6

The following preliminary information must be included on the site plan. Please either check box as completed or indicate N/A (not applicable).

- 1.  The dimensions of all property lines
- 2.  Identify scale used
- 3.  Name of all adjacent roads and driveway location
- 4.  Sight distances if new curb cut is requested
- 5.  Easements for utilities including overhead
- 6.  All existing structures (including pools) shown and labeled as to their use and the distance from proposed structure and property lines
- 7.  Distance from the proposed structure to ALL property lines
- 8.  Completed bulk zoning table
- 9.  Location of any wetland, stream, lake or body of water within 100 feet of the property line.
- 10.  Location of septic system (including 100% expansion area)
- 11.  Location of well head
- 12.  Pre and post-construction topography (grading plan)
- 13.  Total limit of disturbance line
- 14.  Area(s) of disturbance where slopes are greater than 15%
- 15.  Total area of disturbance calculation (in square feet)
- 16.  Erosion and sediment control plan (if area of disturbance is greater than 5,000 square feet)
- 17.  Cost estimate (breakdown) to implement erosion and sediment control plan
- 18.  KNOX box system (if commercial property)

Check list completed by:

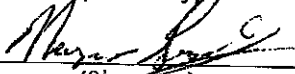
~~\_\_\_\_\_~~ Margie Gastelu

(Print or type name here)

Bernard Gastelu

\_\_\_\_\_

(Print or type Title here)



(Signature)

6-28-2022

(Date)

DO NOT WRITE BELOW THIS LINE (OFFICIAL USE)

Plans Date Stamped: \_\_\_\_\_ Reviewer: \_\_\_\_\_ Date: \_\_\_\_\_

Notes: \_\_\_\_\_

TOWN OF KENT, NEW YORK

**Town of Kent Planning Board  
Combined Application Form**

APPROVAL REQUESTED FOR: (Check all that apply)

Sketch Plan (subdivision) _____	Preliminary Subdivision _____
Final Subdivision _____	Lot Line Change _____
Site Plan _____	Conditional Use Permit _____
Freshwater Wetland _____	Steep Slope & Erosion Ctrl _____
Change of Use _____	Sign Approval <u>X</u>

Name of Project: Bornier's Hidden Treasures

Description of Proposed Activity: hand bags, jewelry, silver collectibles, glass watches etc

Name of Applicant(s): MARJIE GASTELU

Address: 531 ROUTE 52 ~~unit~~ sweet 4

Telephone: 914-843-7190 + 914-8304782

Name and Address of Record Owner(s): \_\_\_\_\_

Tax Map Number of all parcels: \_\_\_\_\_

**A) For All Applications:**

- 1) Total acreage involved in application: \_\_\_\_\_
- 2) Total contiguous acreage controlled by applicant/owner (1): \_\_\_\_\_
- 3) Total number of existing structures: \_\_\_\_\_
- 4) Type of existing structures: \_\_\_\_\_
- 5) Total square footage of all new construction: \_\_\_\_\_
- 6) Estimated value of new construction or addition: \_\_\_\_\_
- 7) Type of construction or activity proposed: (Check all that apply)
 

New Construction: Residential _____	Commercial _____	Institutional _____
Expansion: Residential _____	Commercial _____	Institutional _____
Home Occupation: _____	Change in use: _____	Other: _____
- 8) Zoning District: \_\_\_\_\_

1) Shall include lands owned by family members of the applicant, and any corporation(s), partnership(s), limited liability company(ies) or other entities in which the applicant has an interest.

AFFIDAVIT TO BE COMPLETED BY AGENT OF OWNER

State of New York )

} ss:

County of Putnam )

Bernardo Gastelu being duly sworn, deposes and says:

1. That I/we are the Bernard GASTELU named in the foregoing application for Planning Board for Subdivision / Lot Line Change / Site Plan / Conditional Use Permit / Change in Use / Freshwater Wetland / Steep Slope and Erosion Control approval(s) and that the statements contained therein are true to the best of my/our knowledge and belief.
2. That he/she resides at L Wingdale Village Court Wingdale in the County of Dutchess and the State of New York.
3. That I/we understand that by submitting this application for Planning Board approval that I/we expressly grant permission to the Planning Board and its authorized representatives to enter upon the property, at all reasonable times, for the purpose of conducting inspections and becoming familiar with site conditions. I/we acknowledge that this grant of permission may only be revoked by the full withdrawal of said application from further Planning Board action. That I/we understand that by submitting this application that I/we shall be responsible for the payment of all application fees, review fees, and inspection fees incurred by the Town related to this application.
4. That I/we understand that I/we, and our contractors shall be jointly and severally liable for all costs incurred, including environmental restoration costs, resulting from noncompliance with the approved application. I/we acknowledge that approval of the site plan and commencement of any work related to the approved application shall constitute express permission to the Planning Board, the Building Inspector, and their authorized representatives and designees, to enter the property for the purposes of inspection for compliance with the approved application, whether or not any other permits have been applied for or issued for the project. I/we acknowledge that approval of the application and the commencement of work related to the approved plan is an express waiver of any objection to authorized Town official(s) entering the property for the purpose of conducting inspections.
5. That I/we understand that the Town of Kent Planning Board intends to rely on the foregoing representations in making a determination to issue the requested applications and approvals and that under penalty of perjury I/we declare that I/we has examined this affidavit and that it is true and correct.

[Signature]  
Applicant/Agent

Applicant/Agent

Lauren Louderback  
Notary Public

LAUREN LOUDERBACK
Notary Public, State of New York
No. 01LO6377030
Qualified in Putnam County
Commission Expires June 25, 2022

DISCLOSURE OF BUSINESS INTEREST

State of New York )

) ss:

County of Putnam )

Bernard GASTELL being duly sworn, deposes and says:

1. Pursuant to §803 of the General Municipal Law the following municipal officer(s) or employee(s), and any of their family members, outside employers, business associates, clients, or campaign contributors, have, or will later acquire, an ownership position, employment position, or other contractual interest in the proposed project: (Insert name, home address and municipal position held. Attach additional pages as necessary.)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. That the interest of said municipal officer(s) or employee(s) is: (Detail the nature and extent of the interest. Attach additional pages as necessary.)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. That he/she understands that the Town of Kent Planning Board intends to rely on the foregoing representations in making a determination to issue the requested applications and approvals and that under penalty of perjury he/she declares that he/she has examined this affidavit and that it is true and correct.

Lauren Louderback  
Agent/Owner  
Notary Public

Agent/Owner

LAUREN LOUDERBACK  
Notary Public, State of New York  
No. 01LO6377030  
Qualified In Putnam County  
Commission Expires June 25, 2022

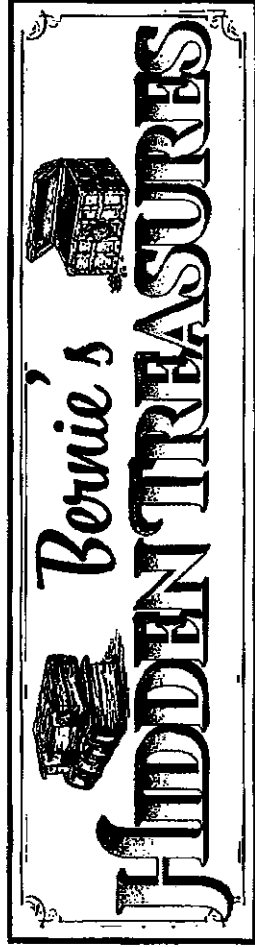
## Sign Design / Plaza Signage

5'



1'

44.7"



1'

- Sign Material: Acrylic
- No proposed lighting
- Sign Dimensions: 1' high x 5' wide
- Street Signs: 12" High x 44.7" wide
- Colors of Sign: White background, black letters with a red and gold gradient.
- Includes two black and gold images of a chest and a couple books.
- Wall mounted via screws
- Approximate Facade length 20'

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 2022

Date: September 8, 2022  
From: The Kent Planning Board  
To: Finance  
CC: [mrezza10@gmail.com](mailto:mrezza10@gmail.com)  
Re: **T & M Rustic Homes**  
**1100 Rte. 52 – Suite 103**  
**Kent, NY 10512**  
**TM: 12.-1-55**  
**Release of funds in Escrow Account**

Resolved: On September 8, 2022 the Kent Planning Board reviewed material pertaining to the recommendation noted above and agreed that it was appropriate to release the funds remaining in the escrow account, which is \$250.00, for the above mentioned property. Attached is supporting documentation.

Mr. Tolmach asked for a motion to release funds remaining in the escrow account for the above mentioned property.

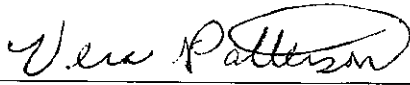
The motion was made by Dennis Lowes and seconded by Simon Carey. The roll call votes were as follows:

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

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 September 8, 2022.

Dated: September 9, 2022

  
\_\_\_\_\_  
Vera Patterson  
Planning Board Secretary



**Re: T & M refund of escrow**

Michelle Rezza &lt;mrezza10@gmail.com&gt;

Thu 8/11/2022 9:34 AM

To: Planning Kent &lt;planningkent@townofkentny.gov&gt;

**TOWN OF KENT NOTICE**

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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!

Oh ok, I just wanted to make sure we didn't miss it.

Thanks -

Michelle

On Thu, Aug 11, 2022 at 9:26 AM Planning Kent &lt;planningkent@townofkentny.gov&gt; wrote:

We haven't processed the Resolution yet to return your money. We're not having a meeting this month, but it will be done in September.

Vera Patterson  
Town of Kent  
Planning Board Secretary  
25 Sybil's Crossing  
Kent, NY 10512  
[planningkent@townofkentny.gov](mailto:planningkent@townofkentny.gov)  
845-306-5612 (T)  
845-306-5283 (F)

---

**From:** [mrezza10@gmail.com](mailto:mrezza10@gmail.com) <mrezza10@gmail.com>**Sent:** Wednesday, August 10, 2022 6:31 PM**To:** Planning Kent <planningkent@townofkentny.gov>**Subject:** T & M**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!

Vera,

Hi there! I hope all is well! We still haven't gotten that check for the 250.00. Fo you know if it was mailed?

Michelle Rezza

Sent from my iPhone

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

# Memorandum

**DATE:** July 25, 2022  
**TO:** Finance Dept.  
**CC:** [mrezz10@gmail.com](mailto:mrezz10@gmail.com)  
**FROM:** Vera Patterson  
**RE:** T & M Rustic Homes Sign Approval  
TM: 12.-1-55 – Kent Center

Please process the attached invoice from the review account for the property noted above.

Attached is a copy of the summary for the review account.

Date	INVOICE #	VOUCHER NAME	AMOUNT	COMMENTS
07/19/22	Billing Period Ending 07/01/22	CPL Invoice 83792	\$ 250.00	See attached bill for breakdown \$ 250.00 Total Labor: \$ 250.00 Total Reimbursables: \$ 0.00 Total Amount Due: \$ 250.00

**T & M Rustic Homes tm: 12.-1-55 (Sign approval)**

05/12/22 Keybank ck 31611 Application	150.00		
05/12/22 Keybank ck 31610 Review Fee	500.00		500.00
07/25/22 CPL 83792		(250.00)	250.00

# TOWN OF KENT

25 Sybil's Crossing  
Kent Lakes, NY 10512

## VOUCHER

Claimant's  
Name And  
Address

CPL  
255 Woodcliff Dr.  
Suite 200  
Fairport, NY 14450

Tax I.D. #

16-1283651

PURCHASE  
ORDER NO.

DO NOT WRITE IN THIS BOX

DATE VOUCHER RECEIVED		VOUCHER NO.
FUND - APPROPRIATION	AMOUNT	
TOTAL		
ABSTRACT NO.		
VENDOR'S REF. NO.		

DATES	QUANTITY	DESCRIPTION OF MATERIALS OR SERVICES	UNIT PRICE	AMOUNT
7/19/2022		Invoice #83792 CPL# 16570.08 Kent-Planning Board 2022		\$250.00
		T & M Rustic Home Sign		
(SEE INSTRUCTIONS ON REVERSE SIDE)			TOTAL	\$250.00

### CLAIMANT'S CERTIFICATION

I, Timothy Moot, PG \$250.00 IS TRUE AND CORRECT; THAT THE ITEMS, SERVICES AND DISBURSEMENTS CHARGED WERE RENDERED TO OR FOR THE MUNICIPALITY ON THE DATES STATED; THAT NO PART HAS BEEN PAID OR SATISFIED; THAT TAXES, FROM WHICH THE MUNICIPALITY IS EXEMPT, ARE NOT INCLUDED AND THAT THE AMOUNT CLAIMED IS ACTUALLY DUE.

7/19/2022 \_\_\_\_\_ Principal  
DATE SIGNATURE TITLE  
(SPACE BELOW FOR MUNICIPAL USE)

**DEPARTMENT APPROVAL**  
The above services or materials were rendered or furnished to the municipality on the dates stated and the charges are in effect.

7/26/22 \_\_\_\_\_  
DATE AUTHORIZED OFFICIAL

**APPROVAL FOR PAYMENT**  
This Claim is approved and ordered paid from the appropriations indicated above.

\_\_\_\_\_  
\_\_\_\_\_  
DATE AUDITING BOARD



CPL  
 ARCHITECTURE  
 ENGINEERING  
 PLANNING  
 CPLteam.com

Invoice

July 19, 2022  
 Project No: 18570.08  
 Invoice No: 83792

Town of Kent Planning Board  
 Attn: Vera Patterson  
 25 Sybil's Crossing  
 Kent, NY 10512

Kent-Planning Board 2022 T & M Rustic Home Sign  
Professional Services for the period ending July 1, 2022  
 Professional Personnel

	Hours	Rate	Amount	
Axelson, Elizabeth 6/2/22 Prep fr/Atnd Plang Bd mtg;	6/3/2022 .50	125.00	62.50	
Axelson, Elizabeth 6/2/22 Revw submit per cod/mapg resorce; prep revw nota;	6/3/2022 .50	125.00	62.50	
Axelson, Elizabeth 6/3/22 Revw submit per cod/mapg resorce; cal/prep msg to Ap Rep/Plaza Ownr/Bldg Dept w/Atchmt; corep w/Plang Bd/Ap Reps;	6/3/2022 .50	125.00	62.50	
Axelson, Elizabeth 6/8/22 Revw submitd materis/code/agency corespdnc; prep Deminimls let to Bldg Insp/Plang Bd; prep msg w/Atchmts; corep w/Plang Bd/Bldg Dept Reps;	6/10/2022 .50	125.00	62.50	
<b>Totals</b>	<b>2.00</b>		<b>250.00</b>	
<b>Total Labor</b>				<b>250.00</b>
		<b>Total this invoice</b>		<b>\$250.00</b>

Timothy Moot, PG



ARCHITECTURE  
ENGINEERING  
PLANNING  
CPLteam.com

June 9, 2022

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

and

William Walters, Building Inspector  
Town of Kent Planning Board  
25 Sybil's Crossing  
Kent Lakes, NY 10512

RE: T&M Rustic Home De Minimis Determination  
1100 Route 52, Suite 103, Kent Center / Tax Map ID # 12.-1-55  
CPL Project # 18570.08

Dear Chairman Tolmach:

We have received an application and materials for a sign approval for a sign located at 1100 Route 52, Suite 103, also known as the Kent Center, on property tax map identification number 12.-1-55, which is located in the C (Commercial) zoning district. The facade length of the plaza occupancy where T&M Rustic Home and the proposed wall sign would be located is twenty feet (20').

We have reviewed the following materials submitted sign plan approval application, in accordance with all pertinent regulations, requirements and standards of the Code of the town of Kent, Chapter 77, Zoning, including the following:

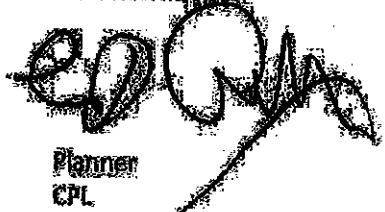
- combined application and documents sign or dated May 11, 2022; and received May 12, 2022;
- originally submitted detailed specifications of the proposed wall sign, dimensions and location on a photographic representation of the proposed eight foot by two-foot (8' X 2') sign, or sixteen square feet (16 SF), submitted by the Applicant, Michelle Rezza, apparently prepared by the sign creator, Extreme, screen shot 2022-04-28; and
- revised and resubmitted detailed specifications of the proposed wall sign, dimensions and location on a photographic representation of the proposed 5' X 2' sign, or 10 SF, submitted by the Applicant, Michelle Rezza, apparently prepared by the sign creator, Extreme, screen shot emailed on 6/3/22.

We also examined the site via Putnam County Parcel mapping, GoogleEarth Pro aerial photography and street views and the Town of Kent Zoning map, showing the existing commercial plaza and noting the proposed location of the sign and required setback from the subject property's front lot line.

No lighting is proposed for the 10 SF wall sign, which is consistent with the general sign placement of other wall signs for other occupancies in the Kent Center commercial plaza. Based on the length of the occupancy's facade of 20 feet, where the proposed business and sign would be located, and zoning subsection 77-87. 2 (2), and the requirement that a wall sign shall not exceed one square foot for every two linear feet of the front building facade, then the proposed wall sign would be allowed a maximum size of 10 square feet. Following initial review of a larger sign, I emailed the Applicant about the need for a smaller sign for compliance, and a revised sign was then submitted so, the proposed 10 SF revised sign complies with the pertinent zoning requirements.

Under the provisions of zoning section 77-60, a site plan approval before the Town of Kent Planning Board would ordinarily be required for the proposed sign. However, under section 77-60 D, Exemptions and waivable determinations, subsection (2) provides that, it is my opinion that this proposed sign is a de minimis construction activity for which site plan approval is not necessary. Under this zoning provision, I recommend that the Building Inspector issue a building permit.

Sincerely,  
Elizabeth Aronson



Planner  
CPL



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

---

# Memorandum

**DATE:** May 12, 2022  
**TO:** Finance Dept.  
**CC:** [mrezz10@gmail.com](mailto:mrezz10@gmail.com)  
**FROM:** Vera Patterson  
**RE:** T& M Rustic Homes Sign Approval  
TM: 12.-1-55 – Kent Center

This is a new project, so please open an escrow account for this project. Attached is supporting documentation and the following checks:

Keybank Check #31610, dated 5/12/22 in the amount of \$500.00 - Escrow

Keybank Check #31611, dated 5/12/22 in the amount of \$150.00 - Sign Approval

Thanks very much.

TOWN OF KENT PLANNING BOARD

SITE PLAN CHECKLIST

APPLICANT NAME: T.M. Rustic Home (Michelle Rezza)  
ADDRESS: 1100 Route 52, Suite 103, Carmel, NY 10512

CONTACT TELEPHONE NUMBER: 914-751-4172

TM: \_\_\_\_\_

The following preliminary information must be included on the site plan. Please either check box as completed or indicate N/A (not applicable).

- 1.  N/A The dimensions of all property lines
- 2.  Identify scale used
- 3.  Name of all adjacent roads and driveway location
- 4.  Sight distances if new curb cut is requested
- 5.  Easements for utilities including overhead
- 6.  All existing structures (including pools) shown and labeled as to their use and the distance from proposed structure and property lines
- 7.  Distance from the proposed structure to ALL property lines
- 8.  Completed bulk zoning table
- 9.  Location of any wetland, stream, lake or body of water within 100 feet of the property line.
- 10.  Location of septic system (including 100% expansion area)
- 11.  Location of well head
- 12.  Pre and post-construction topography (grading plan)
- 13.  Total limit of disturbance line
- 14.  Area(s) of disturbance where slopes are greater than 15%
- 15.  Total area of disturbance calculation (in square feet)
- 16.  Erosion and sediment control plan (if area of disturbance is greater than 5,000 square feet)
- 17.  Cost estimate (breakdown) to implement erosion and sediment control plan
- 18.  KNOX box system (if commercial property)

Check list completed by:

Michelle Rezza  
(Print or type name here)

Michelle Rezza  
(Signature)

Sign approval

President  
(Print or type Title here)

3/6/22  
(Date)

DO NOT WRITE BELOW THIS LINE (OFFICIAL USE)

Plans Date Stamped: \_\_\_\_\_ Reviewer: \_\_\_\_\_ Date: \_\_\_\_\_

Notes: \_\_\_\_\_

TOWN OF KENT, NEW YORK

**Town of Kent Planning Board  
Combined Application Form**

APPROVAL REQUESTED FOR: (Check all that apply)

- |                                 |   |
|---------------------------------|---|
| Sketch Plan (subdivision) _____ | Preliminary Subdivision _____                     |
| Final Subdivision _____         | Lot Line Change _____                             |
| Site Plan _____                 | Conditional Use Permit _____                      |
| Freshwater Wetland _____        | Steep Slope & Erosion Ctrl _____                  |
| Change of Use _____             | Sign Approval <input checked="" type="checkbox"/> |

\* Name of Project: T + M Rustic Home

\* Description of Proposed Activity: Sign on building for new business in plaza

\* Name of Applicant(s): Leona Michelle Rezza mrezz10@gmail.com

\* Address: 1100 Route 52 Suite 103, Carmel, NY 10812

\* Telephone: 914-751-4172

\* Name and Address of Record Owner(s): Tenant Michelle + Thomas Rezza  
413 Money Hill Rd Patterson, NY 12563

\* Tax Map Number of all parcels: 12-1-55

**A) For All Applications:**

- 1) Total acreage involved in application: \_\_\_\_\_
- 2) Total contiguous acreage controlled by applicant/owner (1): \_\_\_\_\_
- 3) Total number of existing structures: \_\_\_\_\_
- 4) Type of existing structures: \_\_\_\_\_
- 5) Total square footage of all new construction: \_\_\_\_\_
- 6) Estimated value of new construction or addition: \_\_\_\_\_
- 7) Type of construction or activity proposed: (Check all that apply)
 

New Construction: Residential _____	Commercial <input checked="" type="checkbox"/>	Institutional _____
Expansion: Residential _____	Commercial _____	Institutional _____
Home Occupation: _____	Change in use: _____	Other: _____
- 8) Zoning District: \_\_\_\_\_

1) Shall include lands owned by family members of the applicant, and any corporation(s), partnership(s), limited liability company(ies) or other entities in which the applicant has an interest.

**DISCLOSURE OF BUSINESS INTEREST**

State of New York ,

) ss:

County of Rutland ,

Michelle Rezza being duly sworn, deposes and says:

1. Pursuant to §803 of the General Municipal Law the following municipal officer(s) or employee(s), and any of their family members, outside employers, business associates, clients, or campaign contributors, have, or will later acquire, an ownership position, employment position, or other contractual interest in the proposed project: (Insert name, home address and municipal position held. Attach additional pages as necessary.)

Michelle Rezza 413 Mooney Hill Rd Patterson NY 1286

Rustic Home 1100 Route 52, Ste. 103, Carmel NY 10512

2. That the interest of said municipal officer(s) or employee(s) is: (Detail the nature and extent of the interest. Attach additional pages as necessary.)

Store front sign

3. That he/she understands that the Town of Kent Planning Board intends to rely on the foregoing representations in making a determination to issue the requested applications and approvals and that under penalty of perjury he/she declares that he/she has examined this affidavit and that it is true and correct.

Michelle DiNapoli  
Agent/Owner  
Robin DiNapoli 5/11/22  
Notary Public

Michelle Rezza  
Agent/Owner

Robin DiNapoli  
Notary Public, State of New York  
Reg. No. 01D16377279  
Qualified in Westchester County  
Commission Expires July 2, 2022

AFFIDAVIT TO BE COMPLETED BY AGENT OF OWNER *As applicant*

State of New York )

) ss:

County of Putnam )

Michelle Rezza being duly sworn, deposes and says:

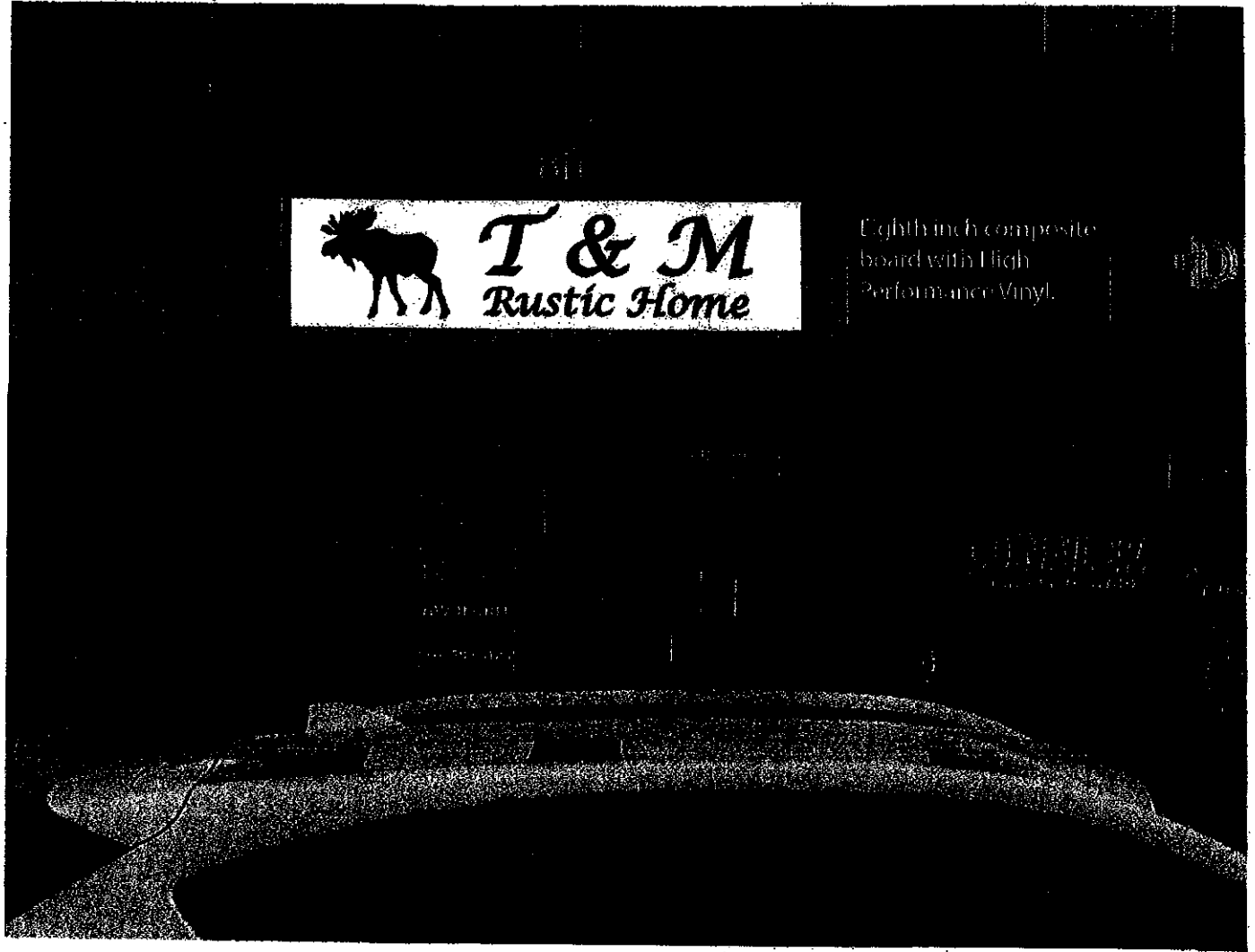
1. That I/we are the tenants named in the foregoing application for Planning Board for Subdivision / Lot Line Change / Site Plan / Conditional Use Permit / Change in Use / Freshwater Wetland / Steep Slope and Erosion Control approval(s) and that the statements contained therein are true to the best of my/our knowledge and belief.
2. That he/she resides at 413 Maoney Hill Rd Patterson NY 10563 in the County of Putnam and the State of New York.
3. That I/we understand that by submitting this application for Planning Board approval that I/we expressly grant permission to the Planning Board and its authorized representatives to enter upon the property, at all reasonable times, for the purpose of conducting inspections and becoming familiar with site conditions. I/we acknowledge that this grant of permission may only be revoked by the full withdrawal of said application from further Planning Board action. That I/we understand that by submitting this application that I/we shall be responsible for the payment of all application fees, review fees, and inspection fees incurred by the Town related to this application.
4. That I/we understand that I/we, and our contractors shall be jointly and severally liable for all costs incurred, including environmental restoration costs, resulting from noncompliance with the approved application. I/we acknowledge that approval of the site plan and commencement of any work related to the approved application shall constitute express permission to the Planning Board, the Building Inspector, and their authorized representatives and designees, to enter the property for the purposes of inspection for compliance with the approved application, whether or not any other permits have been applied for or issued for the project. I/we acknowledge that approval of the application and the commencement of work related to the approved plan is an express waiver of any objection to authorized Town official(s) entering the property for the purpose of conducting inspections.
5. That I/we understand that the Town of Kent Planning Board intends to rely on the foregoing representations in making a determination to issue the requested applications and approvals and that under penalty of perjury I/we declare that I/we has examined this affidavit and that it is true and correct.

Michelle Rezza  
Applicant/Agent

Michelle Rezza  
Applicant/Agent

Robin DiNapoli 5/11/22  
Notary Public

Robin DiNapoli  
Notary Public, State of New York  
Reg. No. 01DI6377279  
Qualified in Westchester County  
Commission Expires July 2, 2022



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 #13

Year 2022

Date: September 8, 2022  
From: The Kent Planning Board  
To: Finance  
CC: e-soza@hotmail.com  
Re: **Honey Cakes Bakery**  
531 Rte. 52 – Suite 1  
Kent, NY 10512  
TM: 33.48-1-6  
Release of funds in Escrow Accountt

Resolved: On September 8, 2022 the Kent Planning Board reviewed material pertaining to the recommendation noted above and agreed that it was appropriate to release the funds remaining in the escrow account, which is \$187.50, for the above mentioned property. Attached is supporting documentation.

Mr. Tolmach asked for a motion to release funds remaining in the escrow account for the above mentioned property.


The motion was made by Dennis Lowes and seconded by Simon Carey. 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>
Sabrina Cruz	<u>Absent</u>
Giancarlo Gattucci	<u>Aye</u>
Hugo German	<u>Aye</u>
Stephen Wilhelm	

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 September 8, 2022.

Dated: September 9, 2022

  
\_\_\_\_\_  
Vera Patterson  
Planning Board Secretary

↩ Reply all ▾ 🗑 Delete 🚫 Junk 🚫 Block ...

## Honey Cakes

ES evelyn Ruballos soza <e-soza@hotmail.com>  
To: Planning Kent

🔒 🏠 ↩ ⏪ ⏩ ...

Wed 8/17/2022 4:18 PM

### 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!

Hi Vera,

Happy Wednesday! Hope your day is going well. I just wanted to send a quick follow up email about the fee reimbursement that you mention. Please let me know if I need to send any additional information or fill out something. Thank you!

Regards,

Evelyn

Reply Forward



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

# Memorandum

**DATE:** August 21, 2022  
**TO:** Finance Department  
**CC:** e-soza@hotmail.com  
**FROM:** Vera Patterson  
**Re:** Honey Cakes Bakery  
TM: 33.48-1-6 Ste. 1

Please process the following invoices from the escrow account for the property noted above. . . Attached is a copy of the review/escrow summary.

Date	INVOICE #	VOUCHER NAME	AMOUNT	COMMENTS
08/10/22	Billing Period Ending 07/01/22	CPL Invoice 84362	\$ 312.50	See attached bill for breakdown \$ 312.50 Total Labor: \$ 312.50 Total Reimbursables: \$ 0.00 Total Amount Due: \$ 312.50

**Honey Cakes Bakery TM: 33.48-1-6 Suite 1 (Sign Approval)**

**Date**

06/30/22 Chase/JP Morgan 1001 - sign approval  
06/30/22 Chase/JP Morgan 1002 - Escrow  
08/16/22 CPL 84361

**Deposits**

150.00

500.00

**Fees**

(312.50)

**Balance**

500.00

187.50



# TOWN OF KENT

25 Sybil's Crossing  
Kent Lakes, NY 10512

## VOUCHER

Claimant's  
Name And  
Address

CPL  
255 Woodcliff Dr.  
Suite 200  
Fairport, NY 14450

Tax I.D. #

16-1283651

PURCHASE  
ORDER NO.

DO NOT WRITE IN THIS BOX

DATE VOUCHER RECEIVED		VOUCHER NO.
FUND - APPROPRIATION	AMOUNT	
TOTAL		
ABSTRACT NO.		
VENDOR'S REF. NO.		

DATES	QUANTITY	DESCRIPTION OF MATERIALS OR SERVICES	UNIT PRICE	AMOUNT
8/10/2022		Invoice #84361 CPL# 16570.09 Kent-Planning Board 2022		\$312.50
		Honey Cakes Bakery Sign		
(SEE INSTRUCTIONS ON REVERSE SIDE)			TOTAL	\$312.50

### CLAIMANT'S CERTIFICATION

I, Timothy Moot, PG \$312.50 IS TRUE AND CORRECT; THAT THE ITEMS, SERVICES AND DISBURSEMENTS CHARGED WERE RENDERED TO OR FOR THE MUNICIPALITY ON THE DATES STATED; THAT NO PART HAS BEEN PAID OR SATISFIED; THAT TAXES, FROM WHICH THE MUNICIPALITY IS EXEMPT, ARE NOT INCLUDED AND THAT THE AMOUNT CLAIMED IS ACTUALLY DUE.

8/10/2022 \_\_\_\_\_ Principal  
DATE SIGNATURE TITLE  
(SPACE BELOW FOR MUNICIPAL USE)

**DEPARTMENT APPROVAL**  
The above services or materials were rendered or furnished to the municipality on the dates stated and the charges are in effect.

8/22/22 \_\_\_\_\_  
DATE AUTHORIZED OFFICIAL

**APPROVAL FOR PAYMENT**  
This Claim is approved and ordered paid from the appropriations indicated above.

\_\_\_\_\_  
\_\_\_\_\_  
DATE AUDITING BOARD



CPL  
 ARCHITECTURE  
 ENGINEERING  
 PLANNING  
 CPLteam.com

Invoice

August 10, 2022  
 Project No: 16570.08  
 Invoice No: 84361

Town of Kent Planning Board  
 Attn: Vera Patterson  
 25 Sybl's Crossing  
 Kent, NY 10512

Kent-Planning Board 2022 Honey Cakes Bakery Sign  
Professional Services for the period ending July 29, 2022  
 Professional Personnel

	Hours	Rate	Amount
Axelson, Elizabeth	2.00	125.00	250.00
7/5/22 Revw sit pl/sig Ap submtl per mapng resorcs/cod; prep rev nots/begin prep De Minimus let; rev aditnl info fr Ap Rep/Bldg Dept; prep mesgs to Ap Rep/Bldg Dept coresp w/Plang Bd/Ap Reps;			
Axelson, Elizabeth	.50	125.00	62.50
7/6/22 Finsh revw sit pl/sig Ap submtl per mapng resorcs/cod; prep De Minimus revw let; rev info fr Bldg Dept; prep mesgs to Ap Rep/Bldg Dept coresp w/Plang Bd/Ap Reps;			
Totals	2.50		312.50
<b>Total Labor</b>			<b>312.50</b>
		<b>Total this Invoice</b>	<b>\$312.50</b>

Timothy Moot, PG



ARCHITECTURE  
ENGINEERING  
PLANNING  
CPLteam.com

July 5, 2022

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

and

William Walters, Building Inspector  
Town of Kent Planning Board  
25 Sybil's Crossing  
Kent Lakes, NY 10512

RE: Honey Cakes Panadería De Minimis Determination  
531 Route 52, Suite 1 / Tax Map ID # 33.48-1-6  
CPL Project # 16570.09

Dear Chairman Tolmach:

We have received an application and materials for a sign approval for a sign located at 531 Route 52, Suite 1, on property tax map identification number 33.48-1-6, which is located in the C (Commercial) zoning district. The façade length of the plaza occupancy where Honey Cakes Panadería and the proposed wall sign would be located is twenty-eight feet (28').

We have reviewed the following materials in the submitted sign plan approval application, in accordance with all pertinent regulations, requirements and standards of the Code of the Town of Kent, Chapter 77, Zoning, including the following:

- combined application and documents signed or dated June 28, 2022; and received July 1, 2022;
- updated, combined application and documents signed or dated June 28, 2022; and received July 5, 2022;
- originally submitted detailed specifications of the proposed wall sign, dimensions and location on a photographic representation of the proposed five foot by one foot (5' X 1') sign, or five square feet (5 SF), submitted by the Applicant, Evelyn Ruballos Soza, apparently prepared by the applicant, received July 1, 2022; and
- revised, submitted detailed specifications of the proposed wall sign, dimensions and location on a photographic representation of the proposed five foot by one foot (5' X 1') sign, or five square feet (5 SF), submitted by the Applicant, Evelyn Ruballos Soza, apparently prepared by the applicant, received July 5, 2022.



We also examined the site via Putnam County Parcel mapping, GoogleEarth Pro aerial photography and street views and the Town of Kent Zoning map, showing the existing commercial plaza and noting the proposed location of the sign and required setback from the subject property's front lot line.

No lighting is proposed for the 5 SF wall sign, which is consistent with the general design and placement of other wall signs for other occupancies in this commercial plaza. Based on the length of the occupancy's façade of 28 feet, where the proposed business and sign would be located, and zoning subsection 77-37, A (2), and the requirement that a wall sign "... shall not exceed one square foot for every two linear feet of the front building façade ...", then the proposed wall sign would be allowed a maximum size of 14 square feet.

As per the provisions of Zoning section 77-60, a site plan approval before the Town of Kent Planning Board would ordinarily be required for the proposed sign. However, as per section 77-60, D. Exemptions and Waivers for De Minimis Activities, subsection (2) De Minimis Waivers., it is my opinion that that this proposed sign is a de minimis construction activity for which site plan approval is not necessary. Under this zoning provision, I recommend that the Building Inspector issue a building permit.

Sincerely,  
Elizabeth Axelson



Planner  
CPL



Office (845) 306-5597

Fax (845) 225-5130

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

Phil Tolmach, Chairman  
Town of Kent Planning Board  
25 Sybil's Crossing Kent Lakes NY10512

Elizabeth Axelson  
Town of Kent Planner  
CPL Architecture, Engineering, Planning

RE: 531 Route 52 –Suite #1 –Honey Cakes Bakery - De Minimus Determination

Dear Chairman and Town Planner:

I have received an application and materials for a sign application, located at 531 Route 52 Suite 4, TM# 33.48-1-6. This sign is considered a Nonresidential in a Commercial, (1 Sq. Ft. per 2 linear ft. of facade ) (Per 77-37A2)

Proposed Sign size: 1'ft. x 5'ft. Wall type sign for the building, and 1'ft. x 44.7" inches for the roadway monument

This sign is 5 sq.ft. which is the allowed limit.

After further review, I found that the application is in compliance with the Town code: 77.35B.(1) As per the provision of Zoning code section 77-60, D. for Exemptions, it's my opinion that this project is a De Minimus project.

Respectfully

Town of Kent  
Building Inspector

CC: Planning

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

---

# Memorandum

**DATE:** June 30, 2022  
**TO:** Finance Department  
**CC:**  
**FROM:** Vera Patterson  
**RE:** Honey Cakes Bakery – TM: 33.48-1-6 Suite 1

This is a new project for sign approval, so please open a new escrow account. Attached is supporting documents and the following checks:

Chase/JP Morgan Bank Check 1001, dated 6/28/22 in the amount of \$150.00, which is for the application for the sign; and  
Chase/JP Morgan Bank Check 1002, dated 6/28/22 in the amount of \$500.00, which is for an escrow account

Thanks very much.



TOWN OF KENT PLANNING BOARD

SITE PLAN CHECKLIST

APPLICANT NAME: Angelita Girón - Honey cakes

ADDRESS: 531 Route 52 Suite #1, Carmel, NY 10512

CONTACT TELEPHONE NUMBER: (845) 745-2227 - (845) 629-3566

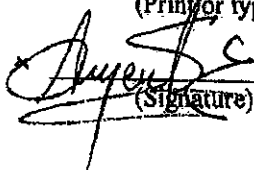
TM: 12-01-33.48-1-6

The following preliminary information must be included on the site plan. Please either check box as completed or indicate N/A (not applicable).

- 1.  The dimensions of all property lines
- 2.  Identify scale used
- 3.  Name of all adjacent roads and driveway location
- 4.  Sight distances if new curb cut is requested
- 5.  Easements for utilities including overhead
- 6.  All existing structures (including pools) shown and labeled as to their use and the distance from proposed structure and property lines
- 7.  Distance from the proposed structure to ALL property lines
- 8.  Completed bulk zoning table
- 9.  Location of any wetland, stream, lake or body of water within 100 feet of the property line.
- 10.  Location of septic system (including 100% expansion area)
- 11.  Location of well head
- 12.  Pre and post-construction topography (grading plan)
- 13.  Total limit of disturbance line
- 14.  Area(s) of disturbance where slopes are greater than 15%
- 15.  Total area of disturbance calculation (in square feet)
- 16.  Erosion and sediment control plan (if area of disturbance is greater than 5,000 square feet)
- 17.  Cost estimate (breakdown) to implement erosion and sediment control plan
- 18.  KNOX box system (if commercial property)

Check list completed by:

Angelita Girón  
(Print or type name here)

  
(Signature)

Owner  
(Print or type Title here)

6/28/22  
(Date)

DO NOT WRITE BELOW THIS LINE (OFFICIAL USE)

Plans Date Stamped: \_\_\_\_\_ Reviewer: \_\_\_\_\_ Date: \_\_\_\_\_

Notes: \_\_\_\_\_

TOWN OF KENT, NEW YORK

**Town of Kent Planning Board  
Combined Application Form**

APPROVAL REQUESTED FOR: (Check all that apply)

Sketch Plan (subdivision) _____	Preliminary Subdivision _____
Final Subdivision _____	Lot Line Change _____
Site Plan _____	Conditional Use Permit _____
Freshwater Wetland _____	Steep Slope & Erosion Ctrl _____
Change of Use _____	Sign Approval <input checked="" type="checkbox"/>

Name of Project: \_\_\_\_\_

Description of Proposed Activity: Opening A bakery

Name of Applicant(s): Angelita Galon

Address: 581 Route 52, Suite #1, Carmel, NY 10512

Telephone: (845) 629-3566 - (845) 745-2227

Name and Address of Record Owner(s): MTK Finney Realty Inc.

581 Route 52, Suite #2, Carmel NY 10512

Tax Map Number of all parcels: \_\_\_\_\_

**A) For All Applications:**

- 1) Total acreage involved in application: NA
- 2) Total contiguous acreage controlled by applicant/owner (1): NA
- 3) Total number of existing structures: NA
- 4) Type of existing structures: NA
- 5) Total square footage of all new construction: NA
- 6) Estimated value of new construction or addition: NA

7) Type of construction or activity proposed: (Check all that apply)

New Construction: Residential _____	Commercial <input checked="" type="checkbox"/>	Institutional _____
Expansion: Residential _____	Commercial <input checked="" type="checkbox"/>	Institutional _____
Home Occupation: _____	Change in use: _____	Other: _____

8) Zoning District: \_\_\_\_\_

1) Shall include lands owned by family members of the applicant, and any corporation(s), partnership(s), limited liability company(ies) or other entities in which the applicant has an interest.

**D) For Steep Slopes and Erosion Control Permit Applications Only:**

- 1) A map of the site, prepared using a recent boundary and topographic survey of the property showing conditions on the site as of the date of application, shall be submitted.
- 2) Does the project involve any of the following:
  - a) Any disturbance involving 5,000 square feet or more of land? Yes \_\_\_\_\_ No \_\_\_\_\_
  - b) Any disturbance on ground areas having a topographical gradient equal to or greater than fifteen percent (15%) measured by utilizing two (2) foot contours?  
Yes \_\_\_\_\_ No \_\_\_\_\_
- 3) What is the date of the boundary and topographic survey used as the base map for the application?  
\_\_\_\_\_

4) Refer to Chapter 66 of the Town Code for the application requirements.

By His/Her signature the Applicant avows that: 1) He/She has read this application and is familiar with its content; and 2) He/She has read, is familiar with, and understands the requirements of the Town Kent Code provision(s) affecting or regulating the project for which this application is made; and 3) He/She agrees to comply with the requirements of the Town Kent Code provision(s) affecting or regulating the project for which this application is made including any general or special conditions of any permits or approvals granted by any board, agency, or department of the Town of Kent; and 4) He/She has read this statement and understands its meaning and its terms.

X

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

Print Name: \_\_\_\_\_

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

*Angelita Giron*  
Angelita Giron  
6/28/22

AFFIDAVIT TO BE COMPLETED BY AGENT OF OWNER

Notarized

State of \_\_\_\_\_ }

} ss:

County of \_\_\_\_\_ }

\_\_\_\_\_ being duly sworn, deposes and says:

1. That I/we are the Angelita Giron named in the foregoing application for Planning Board for Subdivision / Lot Line Change / Site Plan / Conditional Use Permit / Change in Use / Freshwater Wetland / Steep Slope and Erosion Control approval(s) and that the statements contained therein are true to the best of my/our knowledge and belief.
2. That he/she resides at 531 Route 52 Suite 1, Carmel NY 10512 in the County of Putnam and the State of New York.
3. That I/we understand that by submitting this application for Planning Board approval that I/we expressly grant permission to the Planning Board and its authorized representatives to enter upon the property, at all reasonable times, for the purpose of conducting inspections and becoming familiar with site conditions. I/we acknowledge that this grant of permission may only be revoked by the full withdrawal of said application from further Planning Board action. That I/we understand that by submitting this application that I/we shall be responsible for the payment of all application fees, review fees, and inspection fees incurred by the Town related to this application.
4. That I/we understand that I/we, and our contractors shall be jointly and severally liable for all costs incurred, including environmental restoration costs, resulting from noncompliance with the approved application. I/we acknowledge that approval of the site plan and commencement of any work related to the approved application shall constitute express permission to the Planning Board, the Building Inspector, and their authorized representatives and designees, to enter the property for the purposes of inspection for compliance with the approved application, whether or not any other permits have been applied for or issued for the project. I/we acknowledge that approval of the application and the commencement of work related to the approved plan is an express waiver of any objection to authorized Town official(s) entering the property for the purpose of conducting inspections.
5. That I/we understand that the Town of Kent Planning Board intends to rely on the foregoing representations in making a determination to issue the requested applications and approvals and that under penalty of perjury I/we declare that I/we has examined this affidavit and that it is true and correct.

[Signature]  
Applicant/Agent

Angelita Giron  
Applicant/Agent

Leanna R Farrell  
Notary Public

LEANNA R. FARRELL  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01FA6147443  
Qualified in Putnam County  
My Commission Expires June 05, 2026

DISCLOSURE OF BUSINESS INTEREST

*Notarized* <sup>you</sup>

State of \_\_\_\_\_ )

) ss:

County of \_\_\_\_\_ )

Angelita Giron

being duly sworn, deposes and says:

1. Pursuant to §803 of the General Municipal Law the following municipal officer(s) or employee(s), and any of their family members, outside employers, business associates, clients, or campaign contributors, have, or will later acquire, an ownership position, employment position, or other contractual interest in the proposed project: (Insert name, home address and municipal position held. Attach additional pages as necessary.)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. That the interest of said municipal officer(s) or employee(s) is: (Detail the nature and extent of the interest. Attach additional pages as necessary.)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

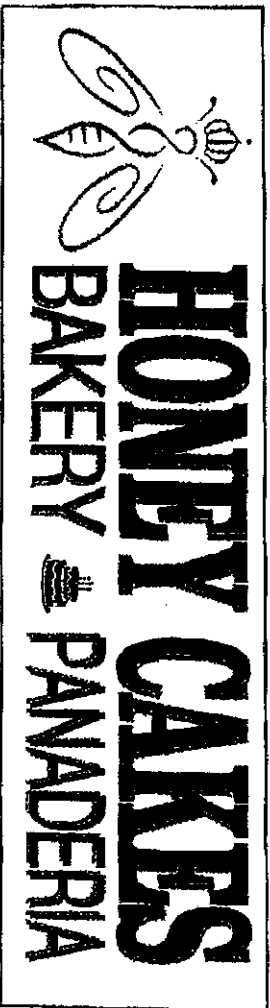
3. That he/she understands that the Town of Kent Planning Board intends to rely on the foregoing representations in making a determination to issue the requested applications and approvals and that under penalty of perjury he/she declares that he/she has examined this affidavit and that it is true and correct.

*Leanna R. Farrell*  
Agent/Owner  
Leanna R. Farrell  
Notary Public

Angelita Giron  
Agent/Owner

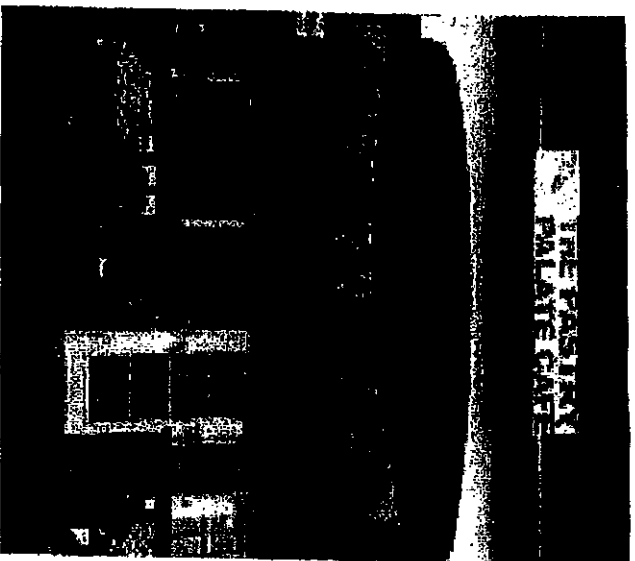
LEANNA R. FARRELL  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01FA6147443  
Qualified in Putnam County  
My Commission Expires June 05, 2026

Sign Design / Plaza Signage



1'  
Caption  
5'

- Sign material: Acrylic
- No proposed lighting
- sign dimensions: 1' high x 5' wide
- street signs 12" high X 44.7" wide
- Colors of Sign: White background, black letters with gold outline, bee, and a cake.
- Wall mounted via screws
- Approximate Facade length 20'





**ROHDE, SOYKA  
& ANDREWS**  
Consulting Engineers, P.C.

40 Garden Street  
Poughkeepsie, NY 12601  
Phone: (845) 452-7515 Fax: (845) 452-8335  
E-Mail Address: info@rsaengrs.com

Wilfred A. Rohde, P.E. • Michael W. Soyka, P.E. • John V. Andrews, Jr., P.E.

**To:** Planning Board Town of Kent  
**From:** Julie S. Mangarillo, P.E., CPESC  
**Date:** November 14, 2019

**Attn:** Philip Tolmach, Chairman  
**Subject:** Erosion Control & Stormwater Bond Amounts  
**Project:** Kent Self Storage, Route 311  
**Tax Map:** 22-2-17

The erosion control bond is as follows:

ITEM	QUANTITY	UNIT	UNIT COST	TOTAL COST
Temp. sediment trap	3	EA	\$ 5,000.00	\$ 15,000.00
Inlet protection	13	EA	\$ 500.00	\$ 6,500.00
Concrete truck washout pit	1	EA	\$ 500.00	\$ 500.00
Erosion blanket	140	SY	\$ 2.00	\$ 280.00
Soil stockpiles	2	EA	\$ 500.00	\$ 1,000.00
Seed and mulch	10,000	SF	\$ 0.06	\$ 600.00
Stabilized construction entrance	1	EA	\$ 750.00	\$ 750.00
Silt Fence	2,448	LF	\$ 4.00	\$ 9,784.00
			<b>TOTAL:</b>	<b>\$ 34,414.00</b>

The long term stormwater management facilities bond is as follows:

ITEM	QUANTITY	UNIT	UNIT COST	TOTAL COST
Infiltration Practice	2	EA	\$ 8,000.00	\$ 16,000.00
Grass swale	360	LF	\$ 4.50	\$ 1,620.00
End sections w/ riprap pads	2	EA	\$ 500.00	\$ 1,000.00
15" dia drainage pipe	906	LF	\$ 20.00	\$ 18,120.00
Catchbasins/drain inlets	12	EA	\$ 1,000.00	\$ 12,000.00
			<b>TOTAL:</b>	<b>\$ 48,740.00</b>

EC Bond: \$ 34,414.00  
SW Bond: \$ 48,740.00  
**Total Bond: \$ 83,154.00**

*9.6.2022  
JWA.*



**ROHDE, SOYKA  
& ANDREWS**  
Consulting Engineers, P.C.

40 Garden Street  
Poughkeepsie, NY 12601  
Phone: (845) 452-7513 Fax: (845) 452-8335  
E-Mail Address: jandrews@rsaengrs.com

*Wilfred A. Rohde, P.E. • Michael W. Soyka, P.E. (Retired) • John V. Andrews, Jr., P.E.*

# Memorandum

To: Planning Board  
Town of Kent

From: John V. Andrews, Jr., P.E.

Date: ~~November 30, 2021~~  
*9.6.2022*

Attn: Philip Tolmach  
Chairman

Subject: Site Plan - Revised Submittal

Project: Kent Self Storage of Putnam, Inc  
TM # 22.-2-17, Rt 311  
(Formerly Route 311 Plaza)

The following materials were reviewed:

*Revised  
Submittal  
delivered  
8.17.2022*

- Letter to Town of Kent Planning Board from Site Designs Consultants-Kent Self-Storage, dated November 11, 2021.
- Letter from New York State Dept of Environmental Conservation-Acknowledgment of Notice of Intent-Kent Self-Storage dated October 20, 2020.
- Putnam County Recoding Page-Viebrock dated August 12, 2002.
- Quitclaim Deed-Viebrock dated June 21, 2002.
- Stewart Title
- NYSDOT Work Permit-Kent Self-Storage dated March 15, 2021.
- Letter from Insite Engineering Surveying & Landscape Architecture, P.C.-Kent Self Storage-Sidewalk Easement dated February 9, 2021.
- Putnam County Dept of Environmental Health Services-Construction Permit for Sewage Treatment System dated October 6, 2020.
- Disclosure of Business Interest-Viebrock.
- Survey of Property-Kent Self Storage prepared by Insite Engineering, Surveying & Landscape Architecture, P.C. dated October 16, 2020, scale 1" = 20'.
- Drawing T-1 Title Sheet-Kent Self Storage, prepared by Site Design Consultants, dated January 2019, last revised October 2019.
- Drawing-Title Sheet- Proposed Improvement Plan-Kent Self Storage prepared by Site Designs Consultants, dated January 2019 last revised November 2021.
- Drawing V-1-Vicinity Plan and Topographic Map-Kent Self Storage, prepared by Site Design Consultants dated November 27, 2018, last revised November 10, 2021, scale 1" = 40'.
- Drawing C-101- Site Plan-Kent Self Storage, prepared by Site Design Consultants, dated November 27, 2018, last revised November 10, 2021, scale 1" = 20'.
- Drawing C-102- Existing Conditions Plan & Slope Map-Kent Self Storage, prepared by Site Design Consultants, dated November 27, 2018, last revised November 10, 2021, scale 1" = 20'.
- Drawing C-103- Grading & Utility Plan-Kent Self Storage, prepared by Site Design Consultants, dated November 27, 2018, last revised November 10, 2021, scale 1" = 20'.
- Drawing C-104- Septic Plan, Profile & Notes-Kent Self Storage, prepared by Site Design Consultants, dated November 27, 2018, last revised July 21, 2020, scale 1" = 20'.



Memorandum  
Kent Self Storage – Revised Submittal  
TM # 22.-2-17  
November 30, 2021 → 9.6.2022  
Page 2 of 3

*Revised  
Submittal  
dated  
8.17.2022*

- Drawing C-105- Erosion & Sediment Control Plan & Notes-Kent Self Storage, prepared by Site Design Consultants, dated November 27, 2018, last revised November 10, 2021, scale 1" =20'.
- Drawing C-106- Landscape Plan-Kent Self Storage, prepared by Site Design Consultants, dated November 27, 2018, last revised October 16, 2018, scale 1" =20'.
- Drawing C-107- Site Lighting Plan, Photometrics & Specifications-Kent Self Storage, prepared by Site Design Consultants, dated November 27, 2018, last revised November 10, 2021, scale 1" =30'
- Drawing C-301- Intersection Site Distance Plan & Road Profiles-Kent Self Storage, prepared by Site Design Consultants, dated November 27, 2018, last revised November 10, 2021, scale As Noted.
- Drawing C-302- Storm Sewer Profiles-Kent Self Storage, prepared by Site Design Consultants, dated November 27, 2018, last revised November 10, 2021, scale As Noted.
- Drawing C-303- Development Area Profiles-Kent Self Storage, prepared by Site Design Consultants, dated May 6, 2019, last revised November 10, 2021, scale As Noted.
- Drawing-Unmarked.
- Drawing C-501-Site Improvement Details- Kent Self Storage, prepared by Site Design Consultants, dated November 27, 2018, last revised November 10, 2021, scale N.T.S.
- Drawing C-502-Stormwater Management Details-Kent Self Storage, prepared by Site Design Consultants, dated November 27, 2018, last revised November 10, 2021, scale N.T.S.
- Drawing C-503- Septic Details-Kent Self Storage, prepared by Site Design Consultants, dated November 27, 2018, last revised July 21, 2021, scale N.T.S.
- Drawing C-504- Erosion & Sediment Control Details-Kent Self Storage, prepared by Site Design Consultants, dated November 27, 2018, last revised November 10, 2021, scale N.T.S.

The project proposes construction of two self-storage buildings along with parking areas, water, wastewater, and stormwater treatment. Development of this lot was previously approved as Route 311 Plaza.

The following comments are provided for the Planning Board's consideration based on our March 13, 2019, July 3, 2019, September 12, 2019, and November 14, 2019, memoranda. Comments from those memoranda not included herein have been satisfactorily resolved. New or supplementary comments are shown in bold.

*No  
Comments  
Resolved*

The proposed project is within the NYCDEP East of Hudson watershed and will disturb more than 1 acre of land. A Town of Kent Erosion & Sediment Control Permit is required as well as coverage under NYSDEC SPDES General Permit for Stormwater Discharges from Construction Activity, GP-0-20-001. **SPDES Permit coverage has been obtained. The Permit Identification No. is NYR11H310**

*Since  
same*

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

*Revised  
Submittal*

**Putnam County Health Department Approval has been issued, dated 10.06.2020.**

Memorandum  
Kent Self Storage - Revised Submittal  
TM # 22-2-17  
November 30, 2021 *1.6.2022*  
Page 3 of 3

5. A NYSDOT Permit has been issued with a copy provided. The submitted permit has an expiration date of 11.15.2021. Proof/verification of a permit extension is required. *PERMIT EXPIRES - NOW EXPIRES DATE 11.15.2022*

6. Stormwater maintenance and access agreements with the Town will have to be prepared and approved by the Planning Board's attorney. *ATTACHED TO PREVIOUS SUBMITAL*

*SAME*

7. We recommend an erosion control bond estimate of \$34,414.00 and long-term stormwater management facilities bond estimate of \$48,740.00. Please see attached calculation sheet prepared by Julie Mangarillo, P.E., CPESC dated November 14, 2019, for additional details. We recommend these bond amounts be accepted by the Planning Board and recommended to the Town Board for approval. The form and content of the bond or security must be acceptable to the Planning Board Attorney.

8. We were not previously involved with this matter. We note the offer of an easement for future sidewalk development. Appropriate legal instruments covering the future acceptance and use of this easement, including a written metes and bounds description suitable for use in a deed, shall be prepared and submitted. The final instrument(s) must be acceptable in form and content to the Planning Board Attorney. *REMOVED EASEMENT FILED*

  
John V. Andrews, Jr., P.E. *11.30.2021*

cc: Planning Board via email  
Bill Walters via email  
19-261-250

Bruce Barber via email  
Liz Axelson via email



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about:bian



**ROHDE, SOYKA  
& ANDREWS**  
Consulting Engineers, P.C.

40 Garden Street  
Poughkeepsie, NY 12601  
Phone: (845) 452-7515 Fax: (845) 452-8331  
E-Mail Address: [jandrews@rsaengrs.com](mailto:jandrews@rsaengrs.com)

*Wilfred A. Rohde, P.E. • Michael W. Soyka, P.E. (Retired) • John V. Andrews, Jr., P.E.*

## Memorandum

**To:** Planning Board  
Town of Kent

**Attn:** Philip Tolmach  
Chairman

**From:** John V. Andrews, Jr., P.E.

**Subject:** Site Plan - Revised Submittal

**Date:** November 30, 2021

**Project:** Kent Self Storage of Putnam, Inc  
TM # 22.-2-17, Rt 311  
(Formerly Route 311 Plaza)

### The following materials were reviewed:

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- Letter from New York State Dept of Environmental Conservation-Acknowledgment of Notice of Intent-Kent Self-Storage dated October 20, 2020.
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1 of 5

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Consultants, dated November 27, 2018, last revised July 21, 2020, scale 1" = 20'.

Page 1 of 3

Memorandum  
 Kent Self Storage – Revised Submittal  
 TM # 22-2-17  
 November 30, 2021  
 Page 2 of 3

- Drawing C-105- Erosion & Sediment Control Plan & Notes-Kent Self Storage, prepared by Site Design Consultants, dated November 27, 2018, last revised November 10, 2021, scale 1" = 20'.
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The project proposes construction of two self-storage buildings along with parking areas, water, wastewater, and stormwater treatment. Development of this lot was previously approved as Route 311 Plaza.

The following comments are provided for the Planning Board's consideration based on our March 13, 2019, July 3, 2019, September 12, 2019, and November 14, 2019, memoranda. Comments from those memoranda not included herein have been satisfactorily resolved. New or supplementary comments are shown in bold.

1. The proposed project is within the NYCDEP East of Hudson watershed and will disturb more than 1 acre of land. A Town of Kent Erosion & Sediment Control Permit is required as well as coverage under NYSDEC SPDES General Permit for Stormwater Discharges from Construction Activity. **GP-0-20-001, SPDES Permit coverage has been obtained.**

2 of 5

01/15/2022 11:11 AM

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**The Permit Identification No. is NYR11H310**

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

Memorandum  
 Kent Self Storage - Revised Submittal  
 TM # 22.-2-17  
 November 30, 2021  
 Page 3 of 3

5. A NYSDOT Permit has been issued with a copy provided. The submitted permit has an expiration date of 11.15.2021. Proof/verification of a permit extension is required.
6. Stormwater maintenance and access agreements with the Town will have to be prepared and approved by the Planning Board's attorney.
7. We recommend an erosion control bond estimate of \$34,414.00 and long-term stormwater management facilities bond estimate of \$48,740.00. Please see attached calculation sheet prepared by Julie Mangarillo, P.E., CPESC dated November 14, 2019, for additional details. We recommend these bond amounts be accepted by the Planning Board and recommended to the Town Board for approval. The form and content of the bond or security must be acceptable to the Planning Board Attorney.
8. We were not previously involved with this matter. We note the offer of an easement for future sidewalk development. Appropriate legal instruments covering the future acceptance and use of this easement, including a written metes and bounds description suitable for use in a deed, shall be prepared and submitted. The final instrument(s) must be acceptable in form and content to the Planning Board Attorney.

  
 John V. Andrews, Jr., P.E. *11.30.2021*

cc: Planning Board via email  
 Bill Walters via email  
 19-261-250

Bruce Barber via email  
 Liz Axelson via email

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**ROHDE, SOYKA  
& ANDREWS**  
Consulting Engineers, P.C.

40 Garden 8  
Poughkeepsie, NY 1  
Phone: (845) 452-7515 Fax: (845) 452-1  
E-Mail Address: info@rsaengrs

*Wilfrad A. Rohde, P.E. • Michael W. Soyka, P.E. • John V. Andrews, Jr., P.E.*

To: Planning Board Town of Kent  
From: Julie S. Mangarillo, P.E., CPESC  
Date: November 14, 2019

Attn: Philip Tolmach, Chairman  
Subject: Erosion Control & Stormwater Bond Amort  
Project: Kent Self Storage, Route 311  
Tax Map: 22.-2-17

The erosion control bond is as follows:

ITEM	QUANTITY	UNIT	UNIT COST	TOTAL CC
Temp. sediment trap	3	EA	\$ 5,000.00	\$ 15,000
Inlet protection	13	EA	\$ 500.00	\$ 6,500
Concrete truck washout pit	1	EA	\$ 500.00	\$ 500
Erosion blanket	140	SY	\$ 2.00	\$ 280
Soil stockpiles	2	EA	\$ 500.00	\$ 1,000
Seed and mulch	10,000	SF	\$ 0.06	\$ 600
Stabilized construction entrance	1	EA	\$ 750.00	\$ 750
Silt Fence	2,448	LF	\$ 4.00	\$ 9,792
			<b>TOTAL:</b>	<b>\$ 34,412</b>

The long term stormwater management facilities bond is as follows:

ITEM	QUANTITY	UNIT	UNIT COST	TOTAL CC
Infiltration Practice	2	EA	\$ 8,000.00	\$ 16,000
Grass swale	360	LF	\$ 4.50	\$ 1,620
End sections w/ riprap pads	2	EA	\$ 500.00	\$ 1,000
15" dia drainage pipe	908	LF	\$ 20.00	\$ 18,160
Catchbasins/drain inlets	12	EA	\$ 1,000.00	\$ 12,000
			<b>TOTAL:</b>	<b>\$ 48,780</b>

EC Bond: \$ 34,412  
SW Bond: \$ 48,780  
Total Bond: \$ 83,192

# Site Design Consultants

Civil Engineers • Land Planners

August 17, 2022

Chairman Phil Tolmach  
Members of the Planning Board  
Planning Board Town of Kent  
25 Sybil's Crossing  
Kent Lakes, NY 10512

Re: Kent Self-Storage of Putnam Inc. / Richard Viebrock  
Route 311 – Town of Kent  
Tax Map # Section 22 Block 2 Lot 17

Dear Chairman Tolmach and Members of the Planning Board:

We are in receipt of the Memo to the Planning Board from Liz Axelson, AICP, dated March 7, 2022 and offer the following responses.

4.
  - a. The Site plan has been revised to include the "Conceptual Plan of the Management / Security / Retail Space for Kent Self Storage, dated 11/10/21" as a detail on Sheet C-501
  - b. This note has been added to sheet C-101
  - c. This note has been added to sheet C-101
5.
  - a. As was discussed with Liz Axelson on our call with her on August 17, 2022. This comment has been satisfied.
  - b. We believe this comment has been addressed and are awaiting the towns response.
  - c. We have included a copy of the easement agreement and a description of the easement in this submission.
6.
  - a. As was discussed with Liz Axelson on our call with her on August 17, 2022. This comment has been satisfied.
  - b. As was discussed with Liz Axelson on our call with her on August 17, 2022. This comment has been satisfied. The color and finish of the fence has been noted on sheet C-501.
  - c. We have submitted details of the retaining wall for review.
7.
  - a. Units have been added to this table indicating that the areas shown are in SF.
  - b. See comment 4a above.
8. We have included a detail of the proposed signage on sheet C-501 and await the planning boards review.
9. These sheets have been added back into the plan set.
10. The plans have been revised to have consistent revision dates.

Along with a copy of this letter for each package, we have enclosed the following items for this project:

251-F Underhill Avenue • Yorktown Heights, New York 10598

60 Walnut Grove Road • Ridgefield, Connecticut 06877

(814) 962-4488

(203) 431-9504

Fax (914) 962-7386



Chairman Phil Tolmach  
Members of the Planning Board  
Page 2 of 2  
August 17, 2022

Kent Self-Storage of Putnam Inc.

Twelve packages of the following items:

- o 11" x 17" (reduced -- not to scale) of Plans titled "Proposed Retail Building Prepared for Kent Self-Storage of Putnam Inc., dated November 27, 2018, last revised February 16, 2022, Sheets noted as Title Page, V-1, C-101 through C-107, C-301 through C-304 and C-501 through C-504.
- o 11" x 17" (reduced -- not to scale) of Plans titled "Plans for Proposed Pre-Fab Self Storage units to be built on Route 311 in the town of Kent, NY" Dated July 28, 2019 Sheets 1-4.
- o 8.5" x 11" Description of 10' Wide Sidewalk Easement prepared by Insite Engineering;
- o A copy of the easement agreement and signed paperwork.

Seven packages of the following items:

- o Full size sets of Plans titled "Proposed Retail Building Prepared for Kent Self-Storage of Putnam Inc., dated November 27, 2018, last revised February 16, 2022, Sheets noted as Title Page, V-1, C-101 through C-107, C-301 through C-304 and C-501 through C-504.
- o Full size sets of Plans titled "Plans for Proposed Pre-Fab Self Storage units to be built on Route 311 in the town of Kent, NY" Dated July 28, 2019 Sheets 1-4.

In addition, a PDF of this submission has been sent to [planningkent@townofkentny.gov](mailto:planningkent@townofkentny.gov).

Yours truly;

Joseph C. Riina, P.E.

Co: RS&A  
Liz Axelson, AICP  
Cornerstone Associates  
Kent Self-Storage

/cm / enc. / sdc 17-72





*\*Used original back for Janice*

**STORMWATER MANAGEMENT FACILITIES  
INSPECTION AND MAINTENANCE AGREEMENT**

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between RICHARD VIEBROCK, having an address of 164 Route 311, Carmel, New York 10512, ("Owner"), and the TOWN OF KENT, a municipal corporation whose Town Hall is located at 25 Sybil's Crossing, Kent Lakes, New York, 10512 ("Town").

WITNESSETH:

WHEREAS, Owner has received approvals from the Town for a site plan for the construction of a self-storage facility and truck rental services and other uses, including two self-storage buildings with office (management) and retail spaces, parking areas, driveway, utilities, electric and stormwater management systems on a 2.7 acre parcel in the IOC (Industrial-Office-Commercial) Zoning District located at 164 Route 311, Carmel, in the Town of Kent, Putnam County, New York with the tax parcel identification number 22.-2-17 (the "Property"); and

WHEREAS, the Town of Kent Planning Board adopted a Resolution dated November 14, 2019, granting final approval with conditions to the proposed site plan and steep slope and erosion control plan approvals and stormwater management facilities (the "Facilities") were required in accordance with the Town's Code in effect as of the date of this Agreement (the "Code"); and

WHEREAS, on December 10, 2020, the Town of Kent Planning Board adopted a Resolution reaffirming its prior determination that the proposed action would not have any significant environmental impacts and an Environmental Impact Statement would not be required, and granted renewed final approval with conditions to the proposed Site Plan and Steep Slope and Erosion Control plan approvals; and

WHEREAS, a letter was submitted to the Town of Kent Planning Board requesting two 90-day extensions of the prior re-approval, and on December 9, 2021 the Town of Kent Planning Board adopted a resolution reaffirming its prior determination that the proposed action would not have any significant adverse environmental impacts and an Environmental Impact Statement would not be required; and granted two 90-day extensions of the prior re-approval of the final approval with conditions to the Site Plan and Steep Slope and Erosion Control Plan approvals; and

WHEREAS, as a condition of such approval Resolution, Owner was required to execute a stormwater management and access agreement with the Town of Kent Town Board; and

NOW THEREFORE, for valuable consideration received, Owner, Contract Vendee and the Town hereby agree as follows:

1. Owner, and their respective successors and assigns, shall at all times properly operate and maintain all Facilities and all related systems of stormwater treatment and control located on the Subject Premises in accordance with the provisions of Chapter 66 of the Code of the Town of Kent and applicable New York State Department of Environmental Conservation, New York City Department of Environmental Protection and Empire State Chapter of the Soil and Water Conservation Society regulations, standards and guidelines (collectively, the "Regulations").
2. In accordance with the terms and conditions of a Stormwater Management Facilities Inspection and Maintenance Easement ("Easement") of even date herewith, to be recorded in the Putnam County Clerk's Office, Owner has granted unto the Town, its successors and assigns forever, a perpetual easement and right-of-way to enter upon the Property in order to access the Facilities at reasonable times and in a reasonable manner for periodic inspection by the Town and to ensure that the Facilities are maintained in proper working condition to meet the design specifications and standards and the Regulations.
3. This Agreement shall not confer upon the Town any duty or obligation to fix or maintain the Facilities. Further, the Town's acceptance of any rights pursuant to this Agreement and any applicable provisions of the Code of the Town of Kent shall not be deemed or construed as acceptance by the Town of any duty or obligation to fix or maintain the Facilities.
4. All successors and assigns of this Agreement shall be bound by the terms and conditions of this Agreement and also as more specifically depicted in the approved project plans for the Facilities and in accordance with the Regulations.
5. Owner (during its period of ownership of the Subject Premises) shall maintain, clean, repair, replace and continue the stormwater control measures for the Facilities as depicted

- on the approved project plans as necessary to ensure optimum performance of the measures to design specifications and standards in accordance with the Regulations.
6. Owner (during its period of ownership of the Subject Premises) shall be responsible for all expenses related to the operation and maintenance of the stormwater control measures and for the Facilities.
  7. Owner (during its period of ownership of the Subject Premises) shall provide for the periodic inspection of the stormwater control measures for the Facilities, not less than once in every five-year (5-year) period, to determine the condition and integrity of the measures. Such inspection shall be performed by a professional engineer licensed by the State of New York. The inspecting engineer shall prepare and submit to the Stormwater Management Officer of the Town of Kent ("SMO"), within thirty (30) days of the inspection, a written report of the findings, including recommendations for those actions necessary for the continuation of the stormwater control measures for the Facility.
  8. Owner (during its period of ownership of the Subject Premises) shall not authorize, undertake or permit alteration, abandonment, modification or discontinuation of the Facilities' stormwater control measures except in accordance with prior written approval of the SMO.
  9. Owner (during its period of ownership of the Subject Premises) shall promptly undertake necessary repairs and replacement of the Facilities' stormwater control measures at the direction of the SMO or in accordance with the recommendations of the inspecting engineer.
  10. If ever the SMO determines that Owner (during its period of ownership of the Subject Premises) has failed to construct, inspect, operate or maintain the Facilities' stormwater control measures in accordance with the project plans or this Agreement, or has failed to undertake corrective action specified by the SMO or by the inspecting engineer, the SMO is authorized to undertake such steps as reasonably necessary for the construction, inspection, operation or maintenance of the Facilities' stormwater control measures. Owner shall be responsible to reimburse the Town for funds expended to compensate for fees for any services rendered to the Town under Chapter 66 of the Code or under this Agreement.

11. In the event of failure to reimburse the Town for such fees as incurred by the Town pursuant to Paragraph 10, the Town may seek recovery as follows:
  - a. The Town may seek recovery of unreimbursed fees by action, in law or in equity, venued in a court of appropriate jurisdiction, and the defendant(s) shall be responsible for the reasonable and necessary attorneys' fees and court costs and disbursements expended by the Town in prosecuting such action.
  - b. Alternatively, and at the sole discretion of the Town, the Town may seek recovery of unreimbursed fees, costs and disbursements by converting any amount expended or caused to be expended by the Town by charging such sums against the Subject Premises by adding that charge to, and making it a part of, the next annual real property tax assessment roll of the Town. Such charges shall be levied and collected at the same time and in the same manner as Town-assessed taxes and shall be paid to the Town, to be applied in reimbursing the fund from which the costs were defrayed for the unreimbursed fees.
12. Any damage to the Facilities caused by the Town in inspecting the said stormwater control system shall be restored, repaired or otherwise remedied by the Town.
13. In the event that the New York State Department of Environmental Conservation ("NYSDEC"), the New York City Department of Environmental Protection ("NYCDEP") and/or Putnam County (including any of its agencies or departments) serves a notice of violation upon the Town, brings an administrative complaint against the Town and/or commences a civil action or proceeding against the Town due to a violation of the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems GP-02-02, and/or current general permit or based upon any other violation, and such notice of violation, administrative complaint or civil action or proceeding is a result of, due to a consequence of, or the outcome of any action by Owner and/or Contract Vendee in violation of any of the provisions of this Agreement or of Chapter 66 of the Code of the Town of Kent or the Regulations (above defined), Owner and Contract Vendee shall indemnify the Town for and hold harmless the Town from any and all fines, damages, penalties and/or interest imposed upon the Town.

14. Owner and Contract Vendee shall collectively provide to the Town, prior to commencement of construction or any site disturbance, a performance bond, supported by sufficient security in an amount determined by the Town and in the form of a cash escrow, irrevocable letter of credit, or official check drawn upon a national or state bank which guarantees satisfactory completion of the Facilities and names the Town as the beneficiary. The performance bond and security shall remain in force and effect until Owner and Contract Vendee are both released from liability by the Town, provided that such period shall not be less than two years from the date of final acceptance or other such certification that the Facilities have been constructed in accordance with the approved plans and specifications and that a two-year inspection has been conducted and the Facilities have been found to be acceptable to the Town as required by Chapter 66 of the Code of the Town of Kent.
15. Owner hereby covenants that Owner owns the Property in fee simple and has the right and due authority to execute this Agreement; shall do nothing on the Property which would prevent, impede or disturb the full use and intended purpose of this Agreement; and shall execute and deliver any further documents reasonably necessary to assure the benefits of this Agreement to the Town.
16. This Agreement shall “run with the land” in perpetuity and is binding upon Owner and their respective successors and assigns.

IN WITNESS WHEREOF, Owner and the Town have executed this Agreement as of the date first herein above set forth.

(SIGNATURE PAGE FOLLOWS.)

TOWN OF KENT

\_\_\_\_\_  
RICHARD VIEBROCK

By: \_\_\_\_\_  
Jaime McGlasson, Supervisor

By: \_\_\_\_\_

STATE OF NEW YORK )

) ss.:

COUNTY OF PUTNAM )

On the \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned, a notary public in and for said state, personally appeared **JAI ME MCGLASSON**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF FLORIDA )

) ss.:

COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned, a notary public in and for said state, personally appeared \_\_\_\_\_ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
NOTARY PUBLIC

Record & Return to:  
Van Dewater & Van DeWater, LLP

c/o Jeffrey S. Battistoni, Esq.  
P.O. Box 112  
Poughkeepsie, New York 12602

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 # 15  
Year 2022

Date: September 12, 2022  
From: The Kent Planning Board  
To: The Kent Town Board  
CC: C. Dworaczyk  
L. Cappelli  
Y. Kelly  
Re: **Recommendation to Accept an Erosion Control Bond and Final Inspection Fee Pertaining to:  
Kent Self Storage Property  
164 Route 311  
Kent, NY 10512  
TM: 22.-2-17**

Please find attached supporting documentation for an Erosion Control Bond Agreement in the amount of \$34,414.00 and a final Inspection Fee in the amount of \$1,000.00 for the above mentioned property.

Resolved: On September 8, 2022 the Kent Planning Board reviewed material pertaining to the recommendation noted above and agreed that it was appropriate to accept the bond and inspection fee noted above and to forward this recommendation to the Town Board for their action.

Mr. Tolmach asked for a motion to accept the above mentioned Erosion Control Bond in the amount of \$34,414.00 and a Final Inspection Fee in the amount of \$1,000.00 and to forward the recommendation to the Kent Town Board for their approval. The motion was made by Stephen Wilhelm and seconded by Simon Carey. Following were the roll call votes:

Phil Tolmach, Chairman	<u>Aye</u>
Dennis Lowes, Vice Chairman	<u>Aye</u>
Jacky Beshar	<u>Aye</u>
Simon Carey	<u>Aye</u>
Sabrina Cruz	<u>Absent</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 September 8, 2022.

Dated: September 12, 2022

  
\_\_\_\_\_  
Vera Patterson  
Planning Board Secretary



**PERFORMANCE BOND FOR EROSION CONTROL**

Bond given by RICHARD VIEBROCK, 164 Route 311, Carmel, New York 10512a domestic corporation, ("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 Sept. 15, 2022.

KNOW ALL PEOPLE BY THESE PRESENTS that the Obligor is held and firmly bound unto the Obligee in the sum of **\$34,414.00** for the payment whereof to Obligee the said Obligor binds itself, its successors and assigns.

WHEREAS, Obligor has received approvals from the Obligee for approval of a site plan for the construction of a self-storage facility and truck rental services and other uses, including two self-storage buildings with office (management) and retail spaces, parking areas, driveway, utilities, electric and stormwater management systems on a 2.7 acre parcel in the IOC (Industrial-Office-Commercial) Zoning District located at 164 Route 311, Carmel, in the Town of Kent, Putnam County, New York with the tax parcel identification number 22.-2-17; and

WHEREAS, on December 10, 2020, the Town of Kent Planning Board adopted a Resolution reaffirming its prior determination that the proposed action would not have any significant environmental impacts and an Environmental Impact Statement would not be required, and granted renewed final approval with conditions to the proposed Site Plan and Steep Slope and Erosion Control plan approvals; and

WHEREAS, a letter was submitted to the Town of Kent Planning Board requesting two 90-day extensions of the prior re-approval, and on December 9, 2021 the Town of Kent Planning Board adopted a resolution reaffirming its prior determination that the proposed action would not have any significant adverse environmental impacts and an Environmental Impact Statement would not be required; and granted two 90-day extensions of the prior re-approval of the final approval with conditions to the Site Plan and Steep Slope and Erosion Control Plan approvals; and

WHEREAS, the plans and details included a Site Plan, Existing Conditions and Slope Map, Grading and Utility Plan, Septic Plan, Erosion and Sediment Control Plan, Site Lighting Plan – Photometrics and Specifications, Intersection Site Distance Plan and Road Profiles, Storm Sewer Profiles, Development Area Profiles, Wall Profiles, Site Improvement Details, Stormwater Management Details, Septic Details, and Erosion and Sediment Control Details (“Project Plans”), some or all of which involved a Steep Slope and Erosion Control Permit and a performance bond is required by Town of Kent Town Code Chapter 66 entitled STEEP SLOPE PROTECTION AND STORMWATER MANAGEMENT, the amount of which must be approved by the Town Board; and

WHEREAS, the amount of this bond is based upon a recommendation by the Engineer to the Planning Board dated November 3, 2021 and accepted by the Planning Board on September 8, 2022 subject to ultimate approval by the Town Board; and

WHEREAS, the Town Code requires the Obligor, prior to construction, to provide the Obligee with a cash escrow, an irrevocable letter of credit or an official check drawn upon a national or state bank or other cash equivalent, which guarantees satisfactory completion of the work, terms and conditions shown in the Project Plans, which security shall remain in full force and effect until the Obligor is released from liability by the Town;

NOW, THEREFORE, the condition of this performance obligation is such that, if the Obligor shall well and truly comply with the Project Plans, and if said improvements are deemed complete by the Town of Kent, and if Obligor is released from liability by the Obligee, then this obligation shall be null and void; otherwise, the obligation shall remain in full force and effect.

The Obligor shall at all times provide the Obligee with such security as the Obligee shall deem sufficient. In furtherance of this covenant, the Obligor has obtained and hereby delivers to the Town of Kent the following security for faithful performance of this obligation:

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If in the event the Obligor shall not well and fully comply with the Project Plans in relation to erosion control within time limits specified in the approval Resolution, the Project Plans and/or the Town Code, the Obligee shall have the right to withdraw the aforesaid security and complete the work with full use of said sums as the Obligee requires, or in the alternative at its exclusive option, Obligee shall have the right to apply the security to restore and render stable and environmentally sound the Project site.

The Obligor agrees to execute and/or endorse and deliver to the Town and/or the aforesaid Bank any documents required for the Town to call upon the security.

As required by Town of Kent Town Code Section 66-7(A)(2), the security shall remain in full force until 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 an erosion control permit has been constructed and completed in accordance with the approved permit and all plans and specifications forming the basis of the approved permit. The balance of the security, if any, shall be returned or refunded to Obligor.

When the work according to the Project Plans shall have been fully completed, or the Obligee using the proceeds of this Bond shall have completed the work upon the failure to do so by Obligor, or the Obligee using proceeds of this Bond shall have elected to and rendered the project site stable and environmentally sound without completing the work of the Project Plans, and the Obligor is released from its liability by the Obligee in its discretion, the balance of the security, if any, shall be returned or refunded to the Obligor. However, as required by Town of Kent Town Code Section 66-24(A), in order to ensure the full and faithful completion of all land development activities related to compliance with all conditions set forth by the Town in its approval of the stormwater pollution prevention plan, the applicant or developer shall be required to provide, prior to construction, cash escrow, irrevocable letter of credit, or certified check drawn upon a national or state bank or other cash equivalent, which guarantees satisfactory completion of the project and names the Town as the beneficiary. The security shall be in an amount to be determined by the Town based on submission of final design plans, with reference to actual construction and landscaping costs. The performance guarantee shall remain in force until the applicant and/or developer 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 facility(ies) have been constructed in accordance with the approved plans and specifications and that a two-year inspection has been conducted and the facilities have been found to be acceptable to the Town. Per annum interest on cash escrow deposits shall be reinvested in the account until the applicant and/or developer is released from liability.

The Obligee and its agents, employees, engineers and/or planners are hereby expressly authorized to enter upon the property for the purpose of inspecting the site work being performed in accordance with the approved Project Plans and to complete the work in the event the Obligee fails to do so, or to restore the project site. This right of the Obligee shall run with the land.



Selective Insurance Company of America  
40 Wantage Avenue  
Branchville, NJ 07890  
973-948-3000

Bond No. B 1267486

**PERMIT BOND**

KNOW ALL MEN BY THESE PRESENTS, That we  
**Kent Self Storage of Putnam**

of 164 Route 311, Carmel, NY 10512  
as Principal, and Selective Insurance Company of America, a corporation of the State of New Jersey, lawfully  
doing business in the State of NY, as Surety, are held and firmly bound unto the  
Town of Kent  
of Kent Town Hall, 531 Route 52, Kent Lakes, NY 10512  
in the penal sum of Thirty Four Thousand Four Hundred Fourteen Dollars Dollars (\$34,414.00),  
for which sum well and truly be paid, said Principal and Surety bind themselves jointly and severally, firmly  
by these presents.


**THE CONDITION OF THE OBLIGATION IS SUCH THAT:**

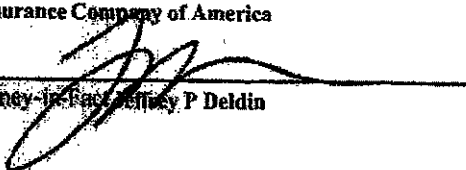
Whereas, the above bounden Kent Self Storage of Putnam  
has requested or obtained a permit from Town of Kent  
for the purpose of Erosion Control at Kent Self Storage, RT 311  
within said Town of Kent for the period  
beginning September 14, 2022, and ending September 6, 2023.


NOW, THEREFORE, if the said Kent Self Storage of Putnam  
shall, during the period that this permit is in full force and effect faithfully observe and honestly comply with  
the provisions of all ordinances of Town of Kent  
regulating Erosion Control at Kent Self Storage, RT 311  
then this obligation shall become void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, the surety shall have the right to cancel this bond at any time by a written  
notice, stating when the cancellation shall take effect, and served on or sent by certified mail to  
Town of Kent  
of Kent Town Hall, 531 Route 52, Kent Lakes, NY 10512  
at least thirty (30) days prior to the date that the cancellation becomes effective.

Signed, Sealed and Dated this 14th day of September, 2022

Kent Self Storage of Putnam  
  
Principal

Selective Insurance Company of America  
By   
Attorney in Fact Jeffrey P Deldin

  
LINDA J. BRIHAM  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 01BR6381055  
Qualified in Putnam County  
My Commission Expires September 17, 2025

B-251 (01/89)





**ACKNOWLEDGMENT OF PRINCIPAL**  
(Individual or Partnership)

STATE OF \_\_\_\_\_  
 COUNTY OF \_\_\_\_\_ } ss:  
 On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me personally  
 appeared the above named \_\_\_\_\_  
 to me known and known to me to be the same described in and who executed the above instrument and duly acknowledged  
 the execution of the same.  
 \_\_\_\_\_  
 Notary Public \_\_\_\_\_ County

(Corporation)

STATE OF \_\_\_\_\_  
 COUNTY OF \_\_\_\_\_ } ss:  
 On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me personally  
 appeared \_\_\_\_\_  
 to me known, who, being by me duly sworn, did depose and say that he/she resides in \_\_\_\_\_  
 that he/she is the \_\_\_\_\_ of \_\_\_\_\_  
 the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that  
 the seal affixed to said instrument is such corporate seal; that it was affixed by order of the Board of Directors of said  
 corporation and that he/she signed his/her name thereto by like order.  
 \_\_\_\_\_  
 Notary Public \_\_\_\_\_ County

**ACKNOWLEDGMENT OF SURETY**

STATE OF New York  
 COUNTY OF Putnam } ss:  
 On this 14th day of September, 2022, before me personally  
 appeared Jeffrey F. Deldin to me known, who, being by me  
 duly sworn, did depose and say that he/she resides in Brewster, NY  
 that he/she is the Attorney-in-Fact of the  
Selective Insurance Company of America  
 the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that  
 the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said  
 corporation and that he/she signed his/her name thereto by like order; and deponent further says that he/she is acquainted  
 with Jeffrey F. Deldin and knows him/her to be the  
Attorney-in-Fact subscribed to the within instrument in the genuine handwriting of the said Jeffrey F. Deldin  
 and was subscribed thereto by like order of the Board of Directors in the presence of deponent.

\_\_\_\_\_  
 Notary Public \_\_\_\_\_ County  
**CHRISTOPHER P. GREENE**  
 Reg #01GR6110634  
 Notary Public, State of New York  
 Qualified in Putnam County  
 My Commission Expires 6/01/24



**SELECTIVE**  
INSURANCE™

**ALL NOTICES REGARDING CLAIMS AGAINST  
THIS BOND MUST BE MAILED OR FAXED TO:**

**SELECTIVE INSURANCE COMPANY OF AMERICA  
Attention: BOND CLAIMS**

**P.O. Box 7265**

**London, KY 40742**

**Email address: [csvpriority@selective.com](mailto:csvpriority@selective.com)**

**Telefax: 866-324-3471**

**Phone: 866-455-9969**

**For all other inquiries not related to claims, contact  
Selective Insurance Company of America  
40 Wantage Avenue  
Branchville, NJ 07890  
1-800-777-9656  
1-973-948-3000**

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 # 16  
Year 2022

Date: September 12, 2022  
From: The Kent Planning Board  
To: The Kent Town Board  
CC: C. Dworaczyk  
L. Cappelli  
Y. Kelly  
Re: **Recommendation to Accept a Performance Bond for a Long-Term Stormwater Management Facility Pertaining to: Kent Self Storage Property 164 Route 311 Kent, NY 10512 TM: 22.-2-17**

Please find attached supporting documentation for a Performance Bond for a Long-Term Stormwater Management Facility in the amount of \$48,740.00 for the above mentioned property.

Resolved: On September 8, 2022 the Kent Planning Board reviewed material pertaining to the recommendation noted above and agreed that it was appropriate to accept the bond and inspection fee noted above and to forward this recommendation to the Town Board for their action.

Mr. Tolmach asked for a motion to accept the above mentioned Erosion Control Bond in the amount of \$48,740.00 and to forward the recommendation to the Kent Town Board for their approval. The motion was made by Stephen Wilhelm and seconded by Simon Carey. Following were the roll call votes:

Phil Tolmach, Chairman	<u>Aye</u>
Dennis Lowes, Vice Chairman	<u>Aye</u>
Jacky Beshar	<u>Aye</u>
Simon Carey	<u>Aye</u>
Sabrina Cruz	<u>Absent</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 September 8, 2022.

Dated: September 12, 2022

  
\_\_\_\_\_  
Vera Patterson  
Planning Board Secretary

**PERFORMANCE BOND FOR LONG-TERM  
STORMWATER MANAGEMENT FACILITY**

Bond given by RICHARD VIEBROCK, having an address of 164 Route 311, Carmel, New York 10512 ("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 Sept. 14, 2022.

KNOW ALL PEOPLE BY THESE PRESENTS that the Obligor 1 and Obligor 2 are held and firmly bound unto the Obligee in the sum of \$48,740.00 for the payment whereof to Obligee the said Obligor binds itself, its successors and assigns.

WHEREAS, Obligor has received approvals from the Obligee for approval of a site plan for the construction of a self-storage facility and truck rental services and other uses, including two self-storage buildings with office (management) and retail spaces, parking areas, driveway, utilities, electric and stormwater management systems on a 2.7 acre parcel in the IOC (Industrial-Office-Commercial) Zoning District located at 164 Route 311, Carmel, in the Town of Kent, Putnam County, New York with the tax parcel identification number 22.-2-17, in connection with which Stormwater Management Facilities (the "Facilities") are required in accordance with the Code in effect as of the date of this Bond; and

WHEREAS, the Town of Kent Planning Board adopted a Resolution dated November 14, 2019, granting final approval with conditions to the proposed site plan and steep slope and erosion control plan approvals and requiring the approval of the amount and form for the bond above defined; and

WHEREAS, on December 10, 2020, the Town of Kent Planning Board adopted a Resolution reaffirming its prior determination that the proposed action would not have any significant environmental impacts and an Environmental Impact Statement would not be required, and granted renewed final approval with conditions to the proposed Site Plan and Steep Slope and Erosion Control plan approvals; and

WHEREAS, a letter was submitted to the Town of Kent Planning Board requesting two 90-day extensions of the prior re-approval, and on December 9, 2021 the Town of Kent Planning Board adopted a resolution reaffirming its prior determination that the proposed action would not have any significant adverse environmental impacts and an Environmental Impact Statement would not be required; and granted two 90-day extensions of the prior re-approval of the final approval with conditions to the Site Plan and Steep Slope and Erosion Control Plan approvals; and

WHEREAS, the plans and details included a Site Plan, Existing Conditions and Slope Map, Grading and Utility Plan, Septic Plan, Erosion and Sediment Control Plan, Site Lighting Plan – Photometrics and Specifications, Intersection Site Distance Plan and Road Profiles, Storm Sewer Profiles, Development Area Profiles, Wall Profiles, Site Improvement Details, Stormwater Management Details, Septic Details, and Erosion and Sediment Control Details (“Project Plans”), some or all of which involved a long term stormwater management facility and a performance bond is required by Town of Kent Town Code Chapter 66 entitled STEEP SLOPE PROTECTION AND STORMWATER MANAGEMENT, the amount of which must be approved by the Town Board; and

WHEREAS, the amount of this bond is based upon a recommendation by the Engineer to the Planning Board dated November 3, 2021 and accepted by the Planning Board on September 8, 2022 subject to ultimate approval by the Town Board; and

WHEREAS, the Town Code requires any Obligor, prior to construction, to provide the Obligee with a cash escrow, an irrevocable letter of credit or an official check drawn upon a national or state bank or other cash equivalent, which guarantees satisfactory completion of the work, terms and conditions shown in the Project Plans **related to the long-term stormwater management facility**, which security shall remain in full force and effect until Obligor released from liability by the Town;

NOW, THEREFORE, the condition of this performance obligation is such that, if Obligor shall well and truly comply with the Project Plans, as they **relate to the long-term stormwater management facility**, and if such work is deemed complete and satisfactory by the Town of Kent, and if Obligor is released from liability by the Obligee, then this obligation shall be null and void; otherwise, the obligation shall remain in full force and effect.

Obligor shall at all times provide the Obligee with such security as the Obligee shall deem sufficient. In furtherance of this covenant, the Obligor has obtained and hereby delivers to the Town of Kent the following security for faithful performance of this obligation:

\$48,740.00

If in the event Obligor shall not well and fully comply with the Project Plans **in relation to the long term stormwater management facility** within time limits specified in the approval Resolution, the Project Plans and/or the Town Code, the Obligee shall have the right to withdraw the aforesaid security and complete such work with full use of said sums as the Obligee requires, or in the alternative at its exclusive option, Obligee shall have the right to apply the security to restore and render stable and environmentally sound the Project site.

Obligor agrees to execute and/or endorse and deliver to the Town and/or the aforesaid Bank any documents required for the Town to call upon the security.

When the work according to the Project Plans **in relation to the long term stormwater management facility** shall have been fully completed, or the Obligee using the proceeds of this Bond shall have completed such work upon the failure to do so by Obligor, or the Obligee using proceeds of this Bond shall have elected to and rendered the project site stable and environmentally sound without completing such work, and Obligor is released from liability by the Obligee in its discretion, the balance of the security, if any, shall be returned or refunded to Obligor. However, pursuant to Sections 39A-9 (B) & (C) of the Town of Kent Town Code, within 10 days after completion of all work allowed under the permit, the Obligor shall notify the approval authority of such completion. Within 30 days of such notification, the Town Engineer shall inspect the work for compliance with all conditions of the permit. When the completed work has been deemed acceptable, the Town Engineer shall issue a certificate of completion, which shall be accompanied by cancellation or return of any bond collected for the permit.

The Obligee and its agents, employees, engineers and/or planners are hereby expressly authorized to enter upon the property for the purpose of inspecting the site work being performed in accordance with the approved Project Plans **in relation to the long-term stormwater management facility** and to complete such work in the event Obligor fails to do so, or to restore the project site. This right of the Obligee shall run with the land.



Selective Insurance Company of America  
40 Wantage Avenue  
Branchville, NJ 07890  
973-948-3000

Bond No. B 1267489

**PERMIT BOND**

KNOW ALL MEN BY THESE PRESENTS, That we  
**Kent Self Storage of Putnam**

~~of 164 Route 91E, Garfield, NY 10512~~  
as Principal, and ~~Selective Insurance Company of America~~, a corporation of the State of New Jersey, lawfully  
doing business in the State of NY, as Surety, are held and firmly bound unto the  
Town of Kent  
of Kent Town Hall, 531 Route 52, Kent Lakes, NY 10512  
in the penal sum of Forty Eight Thousand Seven Hundred Forty Dollars Dollars (\$48,740.00),  
for which sum well and truly be paid, said Principal and Surety bind themselves jointly and severally, firmly  
by these presents.

**THE CONDITION OF THE OBLIGATION IS SUCH THAT:**

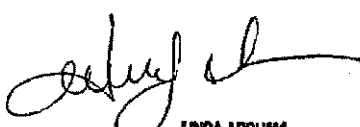
Whereas, the above bounden Kent Self Storage of Putnam  
has requested or obtained a permit from Town of Kent  
for the purpose of Stormwater Management at Kent Self Storage, RT 311  
within said Town of Kent for the period  
beginning September 14, 2022, and ending September 6, 2023.

NOW, THEREFORE, if the said Kent Self Storage of Putnam

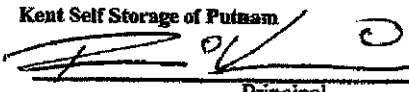
shall, during the period that this permit is in full force and effect faithfully observe and honestly comply with  
the provisions of all ordinances of Town of Kent  
regulating Stormwater Management at Kent Self Storage, RT 311  
then this obligation shall become void; otherwise to remain in full force and effect.

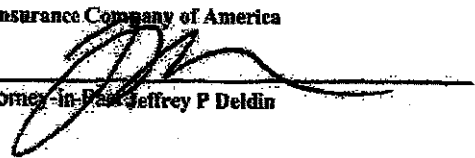
PROVIDED, HOWEVER, the surety shall have the right to cancel this bond at any time by a written  
notice, stating when the cancellation shall take effect, and served on or sent by certified mail to  
Town of Kent  
of Kent Town Hall, 531 Route 52, Kent Lakes, NY 10512  
at least thirty (30) days prior to the date that the cancellation becomes effective.

Signed, Sealed and Dated this 14th day of September, 2022



LINDA JERHAM  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 018R6361066  
Qualified in Putnam County  
My Commission Expires September 17, 2026

Kent Self Storage of Putnam  
  
Principal

Selective Insurance Company of America  
By   
Attorney-in-Fact Jeffrey P Deldin

B-251 (01/89)

**SELECTIVE**  
BE UNIQUELY INSURED™

Selective Insurance Company of America  
40 Wantage Avenue  
Branchville, New Jersey 07890 Bond No. B 1267489  
973-948-3000

**POWER OF ATTORNEY**

Soil Erosion Control

**SELECTIVE INSURANCE COMPANY OF AMERICA**, a New Jersey corporation having its principal office at 40 Wantage Avenue, in Branchville, State of New Jersey ("SICA"), pursuant to Article VII, Section 1 of its By-Laws, which state in pertinent part:

The Chairman of the Board, President, Chief Executive Officer, any Executive Vice President, any Senior Vice President or any Corporate Secretary may, from time to time, appoint attorneys in fact, and agents to act for and on behalf of the Corporation and they may give such appointee such authority, as his/her certificate of authority may prescribe, to sign with the Corporation's name and seal with the Corporation's seal, bonds, recognizances, contracts of indemnity and other writings obligatory in the nature of a bond, recognizance or conditional undertaking, and any of said Officers may, at any time, remove any such appointee and revoke the power and authority given him/her.

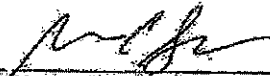
does hereby appoint **Jeffrey P Deldin**

, its true and lawful attorney(s)-in-fact, full authority to execute on SICA's behalf fidelity and surety bonds or undertakings and other documents of a similar character issued by SICA in the course of its business, and to bind SICA thereby as fully as if such instruments had been duly executed by SICA's regularly elected officers at its principal office, in amounts or penalties not exceeding the sum of: **Forty Eight Thousand Seven Hundred Forty Dollars (\$48,740.00)**

Signed this 14th day of September, 2022.

CERTIFIED COPY

SELECTIVE INSURANCE COMPANY OF AMERICA

By:   
**Brian C. Sarisky**  
Its SVP, Strategic Business Units, Commercial Lines



**STATE OF NEW JERSEY** :  
:ss. Branchville  
**COUNTY OF SUSSEX** :

On this 14th day of September, 2022 before me, the undersigned officer, personally appeared **Brian C. Sarisky**, who acknowledged himself to be the Sr. Vice President of SICA, and that he, as such Sr. Vice President, being duly sworn, do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by him as Sr. Vice President and that the same was his free act and deed and the free act and deed of SICA.

**Charlene Kimble**  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
ID # N/A  
MY COMMISSION EXPIRES 02/28

  
Notary Public



The power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of SICA at a meeting duly called and held on the 6th of February 1987, to wit:

"RESOLVED, the Board of Directors of Selective Insurance Company of America authorizes and approves the use of a facsimile corporate seal, facsimile signatures of corporate officers and notarial acknowledgements thereof on powers of attorney for the execution of bonds, recognizances, contracts of indemnity and other writing obligatory in the nature of a bond, recognizance or conditional undertaking."

**CERTIFICATION**

I do hereby certify as SICA's Corporate Secretary that the foregoing extract of SICA's By-Laws and Resolutions is true in force and effect and this Power of Attorney issued pursuant to and in accordance with the By-Laws is valid.

Signed this 14th day of September, 2022.

  
**Michael H. Lanza**, SICA Corporate Secretary



Important Notice: If the bond number embedded within the Notary Seal does not match the number in the upper right-hand corner of this Power of Attorney, contact us at 973-948-3000.

B91 (4-14)



**ACKNOWLEDGMENT OF PRINCIPAL**  
(Individual or Partnership)

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_ } ss:  
On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me personally  
appeared the above named \_\_\_\_\_

to me known and known to me to be the same described in and who executed the above instrument and duly acknowledged  
the execution of the same.

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

**(Corporation)**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_ } ss:  
On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me personally  
appeared \_\_\_\_\_

to me known, who, being by me duly sworn, did depose and say that he/she resides in \_\_\_\_\_

that he/she is the \_\_\_\_\_ of \_\_\_\_\_  
the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that  
the seal affixed to said instrument is such corporate seal; that it was affixed by order of the Board of Directors of said  
corporation and that he/she signed his/her name thereto by like order.

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

**ACKNOWLEDGMENT OF SURETY**

STATE OF New York  
COUNTY OF Putnam } ss:

On this 14th day of September, 2022, before me personally  
appeared Jeffrey P. Deldin to me known, who, being by me  
duly sworn, did depose and say that he/she resides in Brewster, NY  
that he/she is the Attorney-in-Fact of the  
Selective Insurance Company of America

the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that  
the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said  
corporation and that he/she signed his/her name thereto by like order; and deponent further says that he/she is acquainted  
with Jeffrey P. Deldin and knows him/her to be the  
Attorney-in-Fact subscribed to the within instrument is in the genuine handwriting of the said Jeffrey P. Deldin  
and was subscribed thereto by like order of the Board of Directors in the presence of deponent.

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

**CHRISTOPHER P. GREENE**  
Reg. #01GR6110634  
Notary Public, State of New York  
Qualified in Putnam County  
My Commission Expires 6/03/2024

**SELECTIVE**  
INSURANCE™

**ALL NOTICES REGARDING CLAIMS AGAINST  
THIS BOND MUST BE MAILED OR FAXED TO:**

**SELECTIVE INSURANCE COMPANY OF AMERICA**

**Attention: BOND CLAIMS**

**P.O. Box 7265**

**London, KY 40742**

**Email address: [csvpriority@selective.com](mailto:csvpriority@selective.com)**

**Telefax: 866-324-3471**

**Phone: 866-455-9969**

**For all other inquiries not related to claims, contact  
Selective Insurance Company of America  
40 Wantage Avenue  
Branchville, NJ 07890  
1-800-777-9656  
1-973-948-3000**

Form 45 (6/19)

# SELECTIVE INSURANCE

Selective Insurance Company of America  
40 Wantage Avenue  
Branchville, New Jersey 07890  
973-948-3000

Bond No. B 1267489

## STATEMENT OF FINANCIAL CONDITION

Soil Erosion Control

I hereby certify that the following information is contained in the Annual Statement of Selective Insurance Company of America ("SICA") to the New Jersey Department of Banking and Insurance as of December 31, 2021:


<u>ADMITTED ASSETS (in thousands)</u>		<u>LIABILITIES AND SURPLUS (in thousands)</u>	
Bonds	\$1,980,337	Reserve for losses and loss expenses	\$1,271,998
Preferred stocks at convention value	4,815	Reserve for unearned premiums	518,464
Common stocks at convention values	91,382	Provision for unauthorized reinsurance	1,066
Subsidiary common stock at convention values	0	Commissions payable and contingent commissions	39,070
Short-term investments	140,848	Other accrued expenses	33,481
Mortgage loans on real estate (including collateral loans)	62,909	Other liabilities	<u>458,257</u>
Other invested assets	194,151	Total liabilities	2,322,336
Interest and dividends due or accrued	15,464		
Premiums receivable	473,031	Surplus as regards policyholders	<u>838,299</u>
Other admitted assets	<u>197,698</u>		
Total admitted assets	<u>3,160,635</u>	Total liabilities and surplus as regards policyholders	<u>3,160,635</u>

I further certify that the following is a true and exact excerpt from Article VII, Section J of the By-Laws of SICA, which is still valid and existing,

The Chairman of the Board, President, Chief Executive Officer, any Executive Vice President, any Senior Vice President or any Corporate Secretary may, from time to time, appoint attorneys in fact, and agents to act for and on behalf of the Corporation and they may give such appointee such authority, as his/her certificate of authority may prescribe, to sign with the Corporation's name and seal with the Corporation's seal, bonds, recognizances, contracts of indemnity and other writings obligatory in the nature of a bond, recognizance or conditional undertaking, and any of said Officers may, at any time, remove any such appointee and revoke the power and authority given him/her.

IN WITNESS WHEREOF, I herunto subscribe my name and affix the seal of SICA, this 30th day of March, 2022.

*Michael H. Lanza*  
 Michael H. Lanza  
 SICA Corporate Secretary



STATE OF NEW JERSEY :  
:ss. Branchville  
COUNTY OF SUSSEX :

On this 30th day of March 2022, before me, the undersigned officer, personally appeared Michael H. Lanza, who acknowledged himself to be the Corporate Secretary of SICA, and that he, as such Corporate Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Corporate Secretary.

*Christine Marie Lanza*  
 Notary Public  
 My Commission Expires:




**STORMWATER MANAGEMENT FACILITIES**  
**INSPECTION AND MAINTENANCE EASEMENT**

THIS EASEMENT, made this 15<sup>th</sup> day of Sept., 2022, granted by RICHARD VIEBROCK, having an address of 164 Route 311, Carmel, New York 10512, (hereinafter, the "Grantor") in favor of the TOWN OF KENT, a municipal corporation having an office at Town Hall, 25 Sybil's Crossing, Kent Lakes, New York, 10512 (hereinafter, the "Grantee").

**WITNESSETH:**

**WHEREAS**, Grantor is the current fee owner of certain premises located in the Town of Kent, County of Putnam and State of New York having tax grid numbers 22.-2-17 and described by metes and bounds on **Schedule A** annexed hereto (the "Premises"); and

**WHEREAS**, Grantor has received approvals from Grantee for approval of a site plan for the construction of a self-storage facility and truck rental services and other uses, including two self-storage buildings with office (management) and retail spaces, parking areas, driveway, utilities, electric and stormwater management systems commonly known as "Kent Self Storage of Putnam, Inc." in connection with which the stormwater management facilities (the "Facilities"), are required in accordance with the Town of Kent Code in effect as of the date of this Easement (the "Code"); and

**WHEREAS**, as a condition to the issuance of such approval(s) the Code further requires Grantor to execute this Easement and record the same in the Office of the Putnam County Clerk.

**NOW THEREFORE**, for valuable consideration received, the Grantor hereby agrees as follows:

1. Grantor does hereby grant unto Grantee, its successors and assigns forever, a perpetual easement and right-of-way (but Grantee shall have no obligation), to enter upon the Premises in order to access the Facilities at reasonable times and in a reasonable manner for periodic inspection by Grantee to ensure that the Facilities are maintained in proper working condition to meet design standards and any other provisions established by Chapter 66 of the Code in effect as of the date of this Easement and as amended hereafter and all applicable New York State Department of Environmental Conservation ("NYSDEC") regulations, standards and guidelines (collectively, the "Standards"). The Grantee is further authorized to undertake such steps as are reasonably necessary for the construction, preservation, operation, continuation or maintenance of the Facilities for the Premises in the event the Grantor or current owner has failed to construct or maintain the stormwater control measures in accordance with the project plans for the Facilities or the applicable Standards, or has failed to undertake corrective action specified by the Town of Kent Stormwater Management Officer ("SMO") or his duly authorized deputy, agent or representative.

- 2. Grantor hereby covenants that the Grantor is seized of the Premises in fee simple and has good right to convey this Easement; shall do nothing in the Premises which would prevent, impede or disturb the full use and intended purpose of this Easement by the Grantee; and shall execute and deliver any further documents reasonably necessary to assure the Easement and rights granted herein to the Grantee.
- 3. This Easement shall not confer unto the Grantee any duty or obligation to fix or maintain the Facilities. Further, Grantee's acceptance of any rights pursuant to this easement shall not be deemed as the acceptance of any duty or obligation to fix or maintain the Facilities.
- 4. This Easement shall be recorded, shall be deemed a covenant running with the lands affected hereby, and shall inure to the benefit of and be binding upon the Grantor, all subsequent owners, and their successors and assigns.

IN WITNESS WHEREOF, the Grantor has executed this Easement as of the date first herein above set forth.

RICHARD VIEBROCK



STATE OF NEW YORK     )  
   ) SS:  
 COUNTY OF PUTNAM     )

JOY GENTILE  
 NOTARY PUBLIC-STATE OF NEW YORK  
 No. 01GE6233500  
 Qualified in Putnam County  
 My Commission Expires December 27, 2021

On the 15 day of ~~March~~ in the year 2022 before me, the undersigned, a Notary Public in and for said state, personally appeared Paul A. Camarda, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

  
 NOTARY PUBLIC

Record & Return to:  
 Van Dewater & Van DeWater, LLP  
 c/o Jeffrey S. Battistoni, Esq.  
 81 Civic Center Plaza Suite 101  
 P.O. Box 112  
 Poughkeepsie, New York 12602



## TRANSFER STATION WASTE DISPOSAL AGREEMENT

**THIS AGREEMENT** (including all Attachments hereto, this "Agreement"), is dated as of **August 1, 2022** (the "Effective Date"), by and between WIN Waste Innovations, a Delaware corporation] ("Company"), and the **TOWN OF KENT NEW YORK** ("Customer"), pursuant to which Customer may deliver Acceptable Waste (as defined below) to Company, in accordance with the following terms and conditions:

**1. Delivery of Acceptable Waste.** Customer shall only deliver Acceptable Waste to the facility operated by Company and located at **241 ny-100, Somers, NY** (the "Facility") subject to the terms and conditions herein.

For purposes of this Agreement:

"Acceptable Waste" means **C&D Waste // MSW**

"C&D Waste" means those materials resulting from the alteration, construction, destruction, rehabilitation, or repair of any manmade physical structure, including, without limitation, houses, buildings, industrial or commercial facilities or roadways.

"Hazardous Waste" means (i) any waste identified as a hazardous waste in 40 CFR Part 261 or in any applicable state or local hazardous waste regulatory program; (ii) any waste that is mixed with a listed Hazardous Waste as regulated in 40 CFR Part 261.3(a)(2)(iv) or any applicable state or local hazardous waste regulatory program; (iii) any waste containing polychlorinated biphenyls in concentrations that are subject to regulation under the federal Toxic Substances Control Act; (iv) any waste containing radioactivity at levels that are subject to regulation under federal, state, or local law; or (v) any other waste that is regulated as a hazardous waste by any applicable federal, state, or local statutory or common laws, regulations, rules, or ordinances.

"MSW" means all household garbage, trash, rubbish, refuse, normally or which may be hereinafter, collected and disposed of by or on behalf of Customer, but excluding, without limitation (a) Hazardous Waste, explosives and ordnance materials, pathological wastes, radioactive materials, lead acid batteries, sludges, highly inflammable substances, cesspool or other human wastes, human and animal remains, motor vehicles, farm or other large machinery, nonburnable construction materials and demolition debris and hazardous refuse of any type or kind including those addressed by regulations adopted by the United States Environmental Protection Agency ("EPA") pursuant to the Resource Conservation and Recovery Act of 1976, as amended, or other federal or state statutes, such as, but not limited to, cleaning fluids, hazardous paints, acids, caustics, poisons, radioactive materials, fine powdery earth used to filter cleaning fluid, and refuse of similar nature; (b) any item of waste exceeding six feet in any one of its dimensions or being in whole or in part a solid mass, the solid mass portion of which has dimensions such that a sphere with a diameter of eight inches could be contained within such solid mass portion; (c) all large household appliances, commonly referred to as "white goods" including, without limitation, refrigerators, stoves, washing machines, drying machines, water heaters, and the like; (d) any controlled substances regulated under the Controlled Substances Act, 21 USC 801 et seq., or any equivalent state law; (e) small appliances containing chlorofluorocarbons (CFCs) including, without limitation, air conditioners, water coolers, and dehumidifiers; and (f) all other items of waste which Company reasonably believes would be likely to pose a threat to health or safety or the acceptance and disposal of which may cause damage to the Facility or be in violation of any judicial decision, order, action, permit, authorization, license, approval or registration of any federal, state or local government or any agency thereof, or any other regulatory authority or applicable law or regulations.

"Special Waste/Soils" means any contaminated soils and specialty waste material which, because of its physical characteristics, chemical makeup or biological nature requires either special handling procedures and/or permitting, or poses an unusual threat to human health, equipment, property or the environment, and which is specifically agreed to by the parties in writing and in accordance with Company's acceptance of its waste profile form submitted by Customer. For the avoidance of doubt, "Special Waste/Soils" shall not include any Hazardous Waste.

"Unacceptable Waste" means any waste other than Acceptable Waste.

In addition, the parties recognize that some substances which are not, as of the date of this Agreement, considered harmful or of a toxic nature or dangerous, may be determined by the EPA or any other federal, state, or local agency subsequent to the date hereof to be hazardous, toxic, dangerous, or harmful, and at the time of such determination, such substances shall cease to be Acceptable Waste.

**2. Manner of Delivery.** Customer shall deliver Acceptable Waste in a clean, orderly, and safe manner during scheduled delivery days and hours and in such manner that the Acceptable Waste will not be spilled or blown on the Facility site, or onto any adjacent roadways. Should any waste be so spilled or blown, Customer shall promptly, at its sole cost and expense, collect and remove such spilled or blown waste and, if Customer fails to do so, Customer shall be liable to Company for all costs of such clean-up by Company. Customer agrees to adhere to Company safety rules and regulations at all times while on the Facility premises. Title to Acceptable Waste, including all environmental and renewable attributes thereto, shall pass to Company upon Customer's delivery of Acceptable Waste to the Facility; provided, however, that title to, control of, and responsibility and liability for Unacceptable Waste shall never pass to Company or any of its affiliates, and Customer expressly agrees to defend, indemnify and hold harmless Company from and against any and all damages, penalties, costs, claims, liabilities, demands, suits, causes of action and expenses (including attorneys' fees) resulting from or arising out of such Unacceptable Waste.

**3. Facility Access.** Company shall have the right to designate certain routes to be used by Customer to deliver Acceptable Waste to the Facility. Customer agrees to utilize only those designated routes that Company determines constitute reasonable direct access to the Facility. Company may take whatever action is necessary to ensure Customer compliance with the above directives, including, without limitation, barring the offending truck from the Facility or termination of this Agreement.

**4. Delivery Vehicles.** Customer shall cause all vehicles used for deliveries of Acceptable Waste to the Facility to be in safe and clean condition, in good repair, and in compliance with all applicable requirements of the Department of Transportation.

**5. Weighing Procedures.** Company may utilize and maintain motor truck scales to weigh all vehicles delivering Acceptable Waste to the Facility. Waste vehicles delivering Acceptable Waste to the Facility shall have the name of Customer and truck number permanently indicated and conspicuously displayed in a location approved by Company. Each incoming waste vehicle shall be weighed, indicating gross weight, time, and Customer and truck identification number on a weight record. Each vehicle will also be weighed after unloading or a tare weight will be used at the sole discretion of Company. The weight record for all Acceptable Waste delivered to the Facility shall be determined solely from the Facility's scale operations.

**6. Refusal of Delivery; Removal of Waste.** Company shall have the right, in its sole discretion, to refuse deliveries of:

- (a) Waste other than Acceptable Waste;
- (b) Any waste delivered at other than the then established receiving hours as posted by Company; or
- (c) Any other Acceptable Waste which Company is unable or unwilling to accept or process for any reason including without limitation, the existence of any past due balances owed by Customer to Company.

Company may inspect the contents of any vehicle delivering waste to the Facility and may require Customer, if it delivers Unacceptable Waste to the Facility, to separate all such Unacceptable Waste from Acceptable Waste. If such separation is impractical, Company may refuse the entire load, whether before or after Company has taken physical custody or otherwise accepted such Unacceptable Waste. Customer shall immediately and without delay remove from the Facility at its sole cost and expense and in compliance with all applicable laws any waste refused by Company in accordance with the terms of this Agreement. Customer shall, in the event Company is required to separate such refused waste, remove it from the Facility, dispose of such waste and pay Company immediately upon demand for any costs and expenses incurred by Company related to such separation, removal, and disposal.

**7. Service Fee and Volume Commitment.**

Customer shall deliver, and Company shall accept, in each year during the Term (as defined below), **3500 tons** of Acceptable Waste set forth below for the applicable year (the "Annual Tons"). Customer agrees to pay Company **\$122.00 per ton** set forth below ("short ton" of 2000 pounds) of Acceptable Waste delivered to the Facility set forth below for such year (the "Service Fee"). A minimum charge for one ton of delivered waste shall be charged on each delivery weighing less than one ton. On the anniversary of the Effective Date, the Service Fee shall be adjusted by a percentage equal to the greater of (a) 4.5% and (b) the percentage change in the Consumer Price Index for All Urban Consumers: All Items in U.S. City Average (CUUR0000SA0) (the "CPI") as measured by a fraction, the numerator of which shall be the CPI for the month that is two months prior to the month during which the anniversary of the Effective Date occurs, and the denominator of which shall be the CPI for the same month in the prior year. If publication of the CPI is discontinued, comparable statistics on the purchasing power of the consumer dollar published by a responsible financial periodical selected by Company in its sole discretion shall be used for making such computations. Company shall be entitled to additional payment from Customer to account for (i) applicable taxes, (ii) any governmental action or change in law or regulation that increases any costs of Company, (iii) any other increased operating costs, including but not limited to, fuel costs, disposal and landfill costs,

changes in the composition of Acceptable Waste, changes in commodity pricing or costs of environmental or other regulatory compliance.

Company will invoice Customer on a weekly basis. Payments shall be made through Company's electronic payment site at <https://consumer.ebppay.com/winc>. All payments made by credit card will be assessed a processing fee, which will be charged at the time of processing. All payments shall be due and payable within ten (10) days after the date set forth on the invoice. All invoices shall be delivered to Customer electronically at the email address below. Customer shall provide immediate notice to Company updating the email address for invoicing as necessary.

Customer accounts payable email address for invoicing:  
**sanitation@townofkentny.gov**

Company may assess a monthly late fee of 1.5% (18% annually) of any unpaid amount of an invoice accruing from the due date of the invoice, with a minimum monthly charge of \$5.00, or the maximum late fee allowable under applicable law or regulation. Customer must provide written notice to Company within ten (10) days following the date set forth on an invoice in order to validly dispute any amounts set forth therein. All invoiced amounts that are not identified as disputed in such notice are deemed accepted by Customer and shall be due and payable and incur any applicable late fees in accordance with the terms of this Agreement. Following receipt of notice of disputed terms, Company and Customer shall work in good faith for a period of thirty (30) days to agree upon such disputed amounts. At the end of such thirty (30) day period all disputed amounts shall be immediately due and payable as determined by Company in its sole discretion. Company may at its discretion assess a fee for correcting invoicing or ticketing errors determined by Company to result from Customer error.

Company may suspend service under this Agreement, choose to accept Acceptable Waste from Customer on a "cash-on-delivery" basis only or refuse any Acceptable Waste if any amounts owed by Customer are not received by Company as of the payment due date. Customer shall pay Company's reasonable investigation costs and attorney's fees associated with collection of amounts owed by Customer.

8. **Term.** Unless earlier terminated in accordance with terms of this Agreement, the term of this Agreement shall begin on the **Effective Date 7/1/22 and continue through 6/30/2023** (the "Term"). **In addition, the Company and Town of Kent have the option upon mutual agreement to extend this agreement for an additional two (1) one-year extensions**. The service fee per ton for waste accepted during such one (1) year(s) extension period shall be adjusted by a percentage equal to the greater of (a) 4.5% higher than the service fee per ton paid for the prior year and (b) the percentage change in the Consumer Price Index for All Urban Consumers

9. **Termination.** Company may terminate this Agreement (a) upon 10 days' notice to Customer; or (b) immediately upon notice to Customer for failure by Customer to pay any amounts set forth in Section 7 or failure by Customer to comply with any of its other obligations hereunder. Customer's obligation to pay any sum of money due on or prior to the termination or expiration date of this Agreement, and the continuing accrual of any applicable late fees, shall survive the termination or expiration of this Agreement.

10. **Indemnity.** Customer hereby agrees, to the maximum extent allowable by law, to indemnify, hold harmless and defend Company, its affiliates, and their respective members, directors, employees, officers and agents, from and against any and all damages, penalties, costs, claims, liabilities, demands, suits, causes of action and expenses (including attorneys' fees) which may be imposed upon or incurred by Company as a result of (a) personal injury (including death) or property damage to any party, including to the person or property of employees of Customer or Company, arising out of, resulting from or in any way connected with Customer's use of the Facility or entrance upon the Facility premises, including those arising out of any negligent or willful act or omissions of Customer or its employees, agents or contractors; provided, however, the obligations of this Section 10 shall not extend to any such matters arising from the sole negligence of Company; (b) breach or violation by Customer of any of its obligations, covenants, or undertakings under this Agreement; (c) breach or violation by Customer of any federal, state, or local environmental laws or regulations in the performance of its obligations under this Agreement; or (d) any act or omission of Customer under this Agreement that may result in any liability for Company under any federal, state, or local environmental laws or regulations, including, without limitation, any liability arising from the federal Comprehensive Environmental Response, Compensation and Liability Act, as amended, and any similar state laws. The obligations in this Section 10 shall survive the termination or expiration of this Agreement.

11. **Damages.** Unless otherwise provided in this Agreement, COMPANY SHALL NOT HAVE ANY LIABILITY TO CUSTOMER FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES FOR ANY BREACH OF THIS AGREEMENT, EACH OF WHICH IS EXPRESSLY WAIVED.

12. **Insurance.** Customer shall at all times during this Agreement maintain in full force and effect the insurance coverages set forth in Attachment A which is attached and made a part hereof, and all other insurance as may be required by applicable



law. Customer agrees to comply with all terms and conditions set forth on Attachment A.

**13. Surety Bond.** If requested, Customer shall provide a corporate surety bond from a surety company acceptable to Company or establish an escrow fund with a financial institution acceptable to Company as security for the performance of services under this Agreement in an amount determined by Company.

**14. Confidentiality.** In its performance under this Agreement or otherwise, Customer may come into contact with or become aware of information, data or communications of a proprietary nature to the Company or a Facility ("Confidential Information"). Customer shall hold secret and protect the Confidential Information, not make copies of the written versions thereof and not discuss with, or disclose to, any third party the Confidential Information, without the prior written consent of the applicable Facility. Customer shall make its employees aware of Customer's obligations hereunder and secure their agreement to the terms hereof. Upon termination of this Agreement, Customer shall return to Company all Confidential Information within Customer's possession. These obligations of confidentiality shall survive the termination of this Agreement. Notwithstanding the foregoing, the obligations in this Section 14 shall not apply to information that is:

- (a) already in the public domain;
- (b) disclosed to Customer by a third party (i) with the right to disclose it in good faith and (ii) who is not known by Customer to be prohibited from disclosing such information; or
- (c) specifically exempted in writing from the applicability of this Agreement.

**15. Publicity/Marketing.** Notwithstanding anything to the contrary herein, Customer shall not disclose any of the terms and conditions contained in this Agreement, including the existence of this Agreement itself and the relationship of the parties, without the prior written consent of Company. For the avoidance of doubt, Customer shall not use Company's name or refer, in any form, to the environmental, renewable or sustainable attributes of the Facility in any advertisement, press release, marketing materials or other publicity issued by Customer.

**16. Applicable Law.** The laws of the State of New Hampshire shall govern the validity, interpretation, construction, and performance of the terms and conditions of this Agreement without giving effect to any choice or conflict of law provision or rule (whether of the State of New Hampshire or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of New Hampshire.

**17. Compliance with Laws.** Customer shall comply with all federal, state and local laws, regulations and administrative positions. Customer has, and will renew, all permits, licenses or permissions of governmental authorities necessary in connection with the performance of its obligations hereunder.

**18. Assignment and Subcontractors.** Customer shall not assign this Agreement or any rights hereunder, nor shall Customer broker or subcontract any of its rights or obligations hereunder, without the prior written consent of Company. Any purported assignment by Customer contrary to this provision shall be null and void. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their permitted successors and assigns, including any direct or indirect successor by purchase, merger, consolidation or otherwise to all or substantially all of the business and/or assets of Customer, partnerships, spouses, heirs, and personal and legal representatives. Any successor (whether direct or indirect by purchase, merger, consolidation or otherwise) to all, substantially all, or a substantial part, of the business and/or assets of Customer, shall be required by written agreement in form and substance satisfactory to Company, to expressly assume and agree to perform this Agreement (including the payment of any and all liabilities accrued hereunder) in the same manner and to the same extent that Customer would be required to perform if no such succession had taken place.

**19. Counterparts.** This Agreement may be executed in one or more counterparts (including counterparts delivered by means of electronic mail or facsimile), each of which when so executed shall be deemed to be an original and all of which shall together constitute one and the same agreement.

**20. Course of Dealing.** No course of dealing between Customer and Company and no delay or omission by any party in exercising any right or remedy hereunder shall operate as a waiver thereof or of any other right or remedy, and no single or partial exercise thereof shall preclude any other or further exercise of any other right or remedy.

**21. Relationship of the Parties.** This Agreement shall not in any manner be construed so as to create the relationship of principal and agent or a partnership or joint venture or of any association between Customer and Company or any of either party's affiliates. The parties hereto agree to act as independent contractors and as such, except as otherwise specifically set forth in this Agreement.

**22. Entire Agreement.** This Agreement supersedes all earlier agreements, letters, conversations, purchase orders, proposals, memorandums, and other written and oral communications as of the date hereof, and it contains all the terms

agreed to by the parties, with respect to the subject matter hereof and no changes in, additions to, or subtractions from, this Agreement will be binding on the parties unless in writing and signed by Customer and Company.

**23. Severability.** If any term or provision of this Agreement or the application thereof to any circumstance shall be invalid or unenforceable the remainder of this Agreement or the application thereof to any circumstance other than that to which it is invalid or unenforceable shall not be effected thereby.

**24. Amendment.** No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by the parties. No waiver by any party of any provision of this Agreement or any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the party making such waiver nor shall such waiver be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such default, misrepresentation, or breach of warranty or covenant.

**25. Notices.** All notices hereunder shall be in writing with notice deemed to be given upon receipt, addressed as follows:

If to Customer: Town of Kent  
62 Ludington Court  
Kent Lakes, NY 10512

If to Company: WIN Waste Innovations  
90 Arboretum Drive  
Suite 300  
Portsmouth, NH 03801  
Attn: General Counsel

With a copy to: WIN Waste Innovations  
90 Arboretum Drive  
Suite 300  
Portsmouth, NH 03801  
Attn: Vice President, Waste Disposal Services

Changes in the respective addresses to which such notices shall be sent may be made from time to time by either party by notice to the other party. Notice given otherwise than by mailing shall be effective when received.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

CITY CARTING, a WIN Waste Innovations company

By: \_\_\_\_\_  
Bruce Stanas  
Vice President, Waste Disposal Services

Town of Kent, New York

By: \_\_\_\_\_  
Name:  
Title :

**ATTACHMENT A  
INSURANCE**

During the Term, Customer shall keep in force the following minimum insurance coverages on an occurrence basis with insurance companies rated "B+" or better by A.M. Best rating service:

<u>Coverages</u>	<u>Limits of Liability</u>	
Comprehensive General Liability Insurance, including contractual and products/completed operations	Per Occurrence	\$1,000,000
	General Aggregate	\$5,000,000
Comprehensive Automobile Liability Insurance, including non-owned and hired vehicle coverage	For bodily injury and property damage	
	Per Occurrence	\$1,000,000
Comprehensive Excess Umbrella	Per Occurrence	\$4,000,000
	General Aggregate	\$4,000,000
Workers' Compensation Insurance Employers' Liability Insurance	Statutory Limit	\$1,000,000

The comprehensive general liability insurance shall be specifically endorsed to provide coverage for the contractual liability accepted by Customer in this Agreement.

Prior to disposing of any Acceptable Waste, Customer shall furnish Company certificates of insurance on standard ACORD forms or other evidence satisfactory to Company to the effect that such insurance has been procured and is in force. At least thirty (30) days prior to the expiration of any of the insurance policies required herein, Customer shall furnish Company certificates of insurance on standard ACORD forms, in accordance with the terms hereof, evidencing the renewal of such insurance for a period equal to at least the earlier of (a) the expiration of the Term and (b) one year from the date of expiration of the then current insurance policies.

The insurance policies required herein shall be endorsed with, and the certificates of insurance shall contain, the following language:

"WIN Waste/Somers Transfer and its affiliates are named as an additional insured with respect to the comprehensive general, excess umbrella, and automobile liability policies set forth herein. A waiver of the underwriter's rights of subrogation applies in favor of WIN Waste/Somers Transfer and its affiliates as their interest may appear with respect to all policies described herein."

For the avoidance of doubt, Company shall be listed as the certificate holder (at its address listed in Section 25 of this Agreement or such other address as specified by Company to Customer).