

Town of Kent
Town Board Meeting
February 6, 2023

Workshop/Meeting

1. Pledge of Allegiance
2. Roll Call
3. Discussion and/or Vote on the following:
 - a. Highway-agreement, auction item, purchase items
 - b. Courts- resignations, hire clerks
 - c. Recreation-hire employee, garage doors, Huestis Park EAF, liability insurance
 - d. Planning- appoint chair and vice chair, reappoint member, accept erosion control bond, return bond
 - e. Zoning Board of Appeals- appoint chair and vice chair
 - f. Lake Carmel Fire Department- Service Awards
 - g. Labor Counsel- renew retainer
 - h. Police-agreement, Tyler New World MOA
4. Vouchers
5. Announcements
6. Public Comment

2024 AGREEMENT REGARDING
THE EXPENDITURE OF HIGHWAY FUNDS

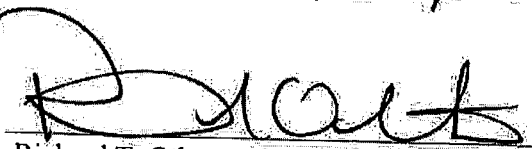
Agreement between the Highway Superintendent of the Town of Kent, Putnam County, New York and the Town Board of the Town of Kent for the expenditure of Highway Funds pursuant to the provisions of Section 284 of the Highway Law. The Town Board of the Town of Kent and the Kent Highway Superintendent agree that moneys levied and collected in the Town for repairs and improvement of highways, and received from the State for State Aid for the repairs and improvements of highways, shall be expended as follows:

1. General repairs: The sum of \$200,000 shall be set aside to be expended for primary work and general repairs upon 216 miles of town highways, including sluices, culverts, and bridges having a span of less than five feet and boardwalks or the renewals thereof.
2. Permanent Improvements: The sum of \$ CHIPS shall be set aside to be expended on the Permanent Improvements of town highways as in Schedule A annexed hereto and made a part hereof.
APPROX - \$300,000 + - \$150,000 BENS
REMAINING 2023

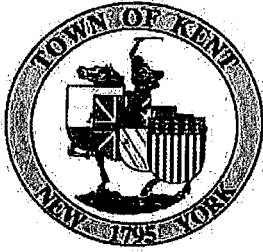
This contract is executed in two (2) counterpart originals, each of which shall constitute an original and all of which, when taken together, shall constitute one (1) agreement.

The parties have executed this Contract on this 3RD day of JANUARY 2023/4

Jaime McGlasson
TOWN SUPERVISOR



Richard T. Othmer Jr.
HIGHWAY SUPERINTENDENT



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

MEMORANDUM

Date: January 31, 2024

To: Honorable Supervisor McGlasson & Members of the Kent Board

From: Richard T Othmer Jr. Town of Kent Highway Superintendent

Subject: Auction Off Sieve Shaker & Truck Crane

I request permission to advertise & sell on "Auctions International a Tyler Sieve Shaker, Sander & Venturo small truck crane. Specifics listed below:

- **2016 Tyler Model # RX-29, Serial # 10028, Sieve Shaker:** This item is no longer needed by the Highway Department. Any future sieve testing of materials needed for the Department can be done free at several different private quarries. The cost of these machines have doubled in the last 10 years & are in demand, we should recover what we initially invested.
- **Venturo Model # CT2004FB, Serial # 23688 Truck Crane:** This crane came standard with the purchase of the 2017 Dodge Highway Service Truck #9 off the Government list & is not needed by the Department for its regular duties. It is a needed item in the construction industry & we will recover what we initially invested.

Respectfully:

MODEL RX-29
SERIAL 10028
115 VOLTS @ 60 Hz. 4.4 AMP3
YEAR OF MANUFACTURE 2016




westyler
Mantion, OH, USA
www.westyler.com

CAUTION: This equipment is for use only in the United States. Do not use in other countries. The power cord is not to be used as a lanyard or for any other purpose. Do not use the power cord as a support for any other equipment. Do not use the power cord as a support for any other equipment. Do not use the power cord as a support for any other equipment.



MODEL RX-29
SERIAL 10028
110VAC/60Hz/12Amps
YEAR OF MANUFACTURE 2010



Wstyler
Mentis OH, USA
www.wstyler.com



RO-TAP

LBS.

1500

FEET

4 1/2

MAX.
CAPACITY

BOOM LENGTH

01200AEB

MODEL NO.

23688

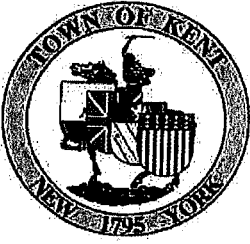
SERIAL NO.

VENTURO

CINCINNATI, OHIO
1-800-226-2238







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

MEMORANDUM

Date: January 31, 2024

To: Honorable Supervisor McGlasson & Members of the Kent Board

From: Richard T Othmer Jr. Town of Kent Highway Superintendent

Subject: Auction Off 2001 Lee Boy L8500T Paver

I request permission to auction off via "Auctions International" our 2001L8500T Paver, Vin #1041200004488. Upon the advice of the Chief Mechanic (memo attached), Crew Chiefs & senior Construction Equipment Operators, the machine has reached the extent of its serviceable life & will be needing a major expensive overhaul in the near future in order to remain in service. We have collectively agreed that it is not worth the expense and that auctioning it off now will bring back the greatest monetary benefit to the Department.

Additionally, after extensive research, the Department intends to rent a paver each year for the three-month paving season starting this summer. Many municipalities throughout New York State have adopted this policy & it has proven to be very cost effective. The purchase price of a new machine is in the \$300,000.00 range & combined with the required time consuming maintenance needed to keep it functioning properly, it is not worth it.

Respectfully:



MUNICIPAL REPAIRS

Matt Kiernan, Chief Mechanic
62 Ludington Court
Kent Lakes, NY 10512
(845) 225-6612
municipalrepairs@townofkentny.gov

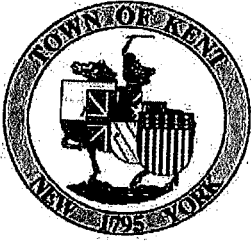
To: Rich Othmer

Concerning the possible sale of the 2001 LeeBoy Paver:

There are some large repairs, both to the motor and the exterior functionality that will be needed in the foreseeable future. It still carries a reasonable street value, which we can capitalize on. I recommend selling it, rather than making a considerable investment in a machine that has twenty years of hard service on it.

Matt Kiernan

Chief Mechanic
Town of Kent
62 Ludington Court
Carmel, NY 10512
845-225-6612



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

MEMORANDUM

Date: January 31, 2024

To: Honorable Supervisor McGlasson & Members of the Kent Board

From: Richard T Othmer Jr. Town of Kent Highway Superintendent

Subject: Purchase of CAT Mini Excavator

I request permission to purchase a new 2024 CAT Mini Excavator off the approved Government list from H.O. Penn Company of Poughkeepsie, New York for the price of \$74,550.00. All backup paperwork is attached.

- Model: 304-07A
- Stock Number: C1197-23
- . Serial Number: OAN403634
- SMU: 2.20

I have the funds in my budget to cover the cost.

Respectfully:



January 18, 2024

TOWN OF KENT N.Y.-CENTRAL GARAGE
62 LUDINGTON COURT
CARMEL, New York 10512

Mr. Richard Othmer,

Thank you for this opportunity to quote Caterpillar products for your business needs. We are pleased to quote the following for your purchase consideration.

One (1) New Caterpillar Inc. Model: 304-07A Excavator with all standard equipment in addition to the additional specifications listed below:

STOCK NUMBER: C1197-23

SERIAL NUMBER: 0AN403634

YEAR: 2024

SMU: 2.20

We appreciate your interest in H.O. Penn Machinery Co. Inc. and Caterpillar products for your business needs. This quotation is valid for 30 days, and is subject to prior sale. If there are any questions, please do not hesitate to contact me.

Regards,

John Haverkamp

John Haverkamp
Machine Sales Representative
jhaverkamp@hopenn.com
(845) 206-2558

One (1) New Caterpillar Inc. Model: 304-07A Excavator with all standard equipment in addition to the additional specifications listed below:

STANDARD EQUIPMENT

POWERTRAIN -Cat C1.7T diesel engine --U.S. EPA tier 4 final --EU stage V --ISO 9249/EEC 80/1270 --Rated net power 34.1kW --2,400 rpm - ISO 9249/EEC 80/1269 --Electronic engine, turbo, DOC (diesel -oxidation catalyst) -Automatic engine idle -Automatic engine shut-off -Automatic swing brake -Automatic two speed travel -Fuel and water separator with indicator -Radial seal, double element air filter -with restrictions indicator -

HYDRAULICS -Smart tech electronic pump -Variable displacement piston pump -Load sensing & flow sharing hydraulics -Power on demand -Hydraulic temperature monitoring -Accumulator - certified

ELECTRICAL -12 volt electrical system -85 ampere alternator -650 CCA maintenance free battery -Battery disconnect -Circuit breaker -Ignition key stop switch -Signalling/warning horn -Work lights --Cab, boom left --Courtesy safety light

OPERATOR ENVIRONMENT -Sealed and pressurized unitized cab -Operator sound pressure 72 dB(A) ISO6396 -Integrated lower front window -Rear window emergency exit -Radio - bluetooth, USB, aux, mic -12V power socket -Ergonomic joystick control levers -Adjustable wrist rests -Pattern changer -Color LCD monitor --Fuel level, coolant temperature and -warning indicator --Maintenance and machine monitoring --Performance & machine adjustments --Numeric security code --Multiple languages --Hour meter --Jog dial control interface -Coat hook -Cup holder -Hydraulic lockout controls -Literature holder -Molded footrests -Removable washable floormat -Retractable fluorescent "high -visibility" seat belt -Travel control pedals with hand levers -Utility space for mobile phone -skylight -mounting bosses for top & front guards

FLUIDS -Extended life coolant - 37C -Hydro advanced hydraulic oil

OTHER STANDARD EQUIPMENT -Cat key with passcode option -Locks on external enclosure doors -Lockable fuel cap -Beacon socket -Ecology drain - engine oil -Slide by side engine & hydraulic -oil cooler -Stick steer mode -Cruise control mode -Power on demand -Rear reflectors -Roll-over protective structure (ROPS) -(ISO 12117-2) -Product Link PL243 (regulations apply) -Auxiliary hydraulic lines --1-way and 2-way (combined function) --Auxiliary line quick disconnects --Adjustable auxiliary flow --Continuous flow --Adjustable auxiliary relief -Thumb ready stick -

MACHINE SPECIFICATIONS

304 07A MHE DCA3B	638-2103
MIRROR, CAB, RIGHT	428-7870
BELT, SEAT, 3" RETRACTABLE	510-6085
WATER JACKET HEATER, 120V	519-8302
CAT KEY, WITH PASSCODE OPTION	522-6460
BOOM, SWING	542-6668
LINES, BOOM	542-6682
CAB, WITH HEAT AND A/C	542-6690
TRACK, 14", RUBBER BELT	542-6699
304 07A MINI EXCAVATOR	577-9914
UNDERCARRIAGE AR	542-6655
HYDRAULIC OIL, STD	577-9915
HYDRAULIC AR	577-9916
ALARM, TRAVEL	579-8852
ELECTRICAL ARR, C1.7 HRC	579-8858

LIGHTS, LED	579-8868
LIGHTS, LED, REAR	579-8870
MONITOR NEXT GEN, CAMERA READY	579-8876
CAMERA, REAR VIEW	579-8892
LINES, STICK	584-3655
LINKAGE BUCKET W/LIFTING EYE	584-4307
CONTROL, QC, 3 LINE	584-4312
LINES, QC, LNG STK, 3 LINE	586-0420
COUNTERWEIGHT, EXTRA, 500LBS	586-1369
HYDRAULIC OIL	595-9912
STICK, LONG, WITH 1ST AUX	596-7602
BLADE, STD, BOCE	597-0752
ENGINE, EPA TIER 4 FINAL	611-2419
THUMB, HYD + COUPLER, PG, HYD, 3T	589-8470
INTEGRATED RADIO	579-8873
PRODUCT LINK, CELLULAR PL243	579-8887
FACTORY THUMB/S# A423ATH20313	452-2740
FACTORY COUPLER/S# 2973040-33	485-5300
PINS, BUCKET, 40MM	154-2638
BUCKET-HD, 20", 3.3 FT3, 3T	464-9903
BUCKET-GRADING, 42", 7.3 CFT	415-5304

WARRANTY & COVERAGE

Standard Warranty: 24 Months or 2,000 hour Full Machine
 Extended Coverage: 36 month or 3,000 hour, whichever occurs first, powertrain, hydraulics and technology warranty.
 CSA 36 month Vision Link Portal Subscription

SELL PRICE	
NET BALANCE DUE	\$74,550.00
AFTER TAX BALANCE	\$74,550.00

F.O.B./TERMS:
 Delivered

Accepted by _____ on _____

 Signature

Comparable #1

+299

RECH III
TRAILERS

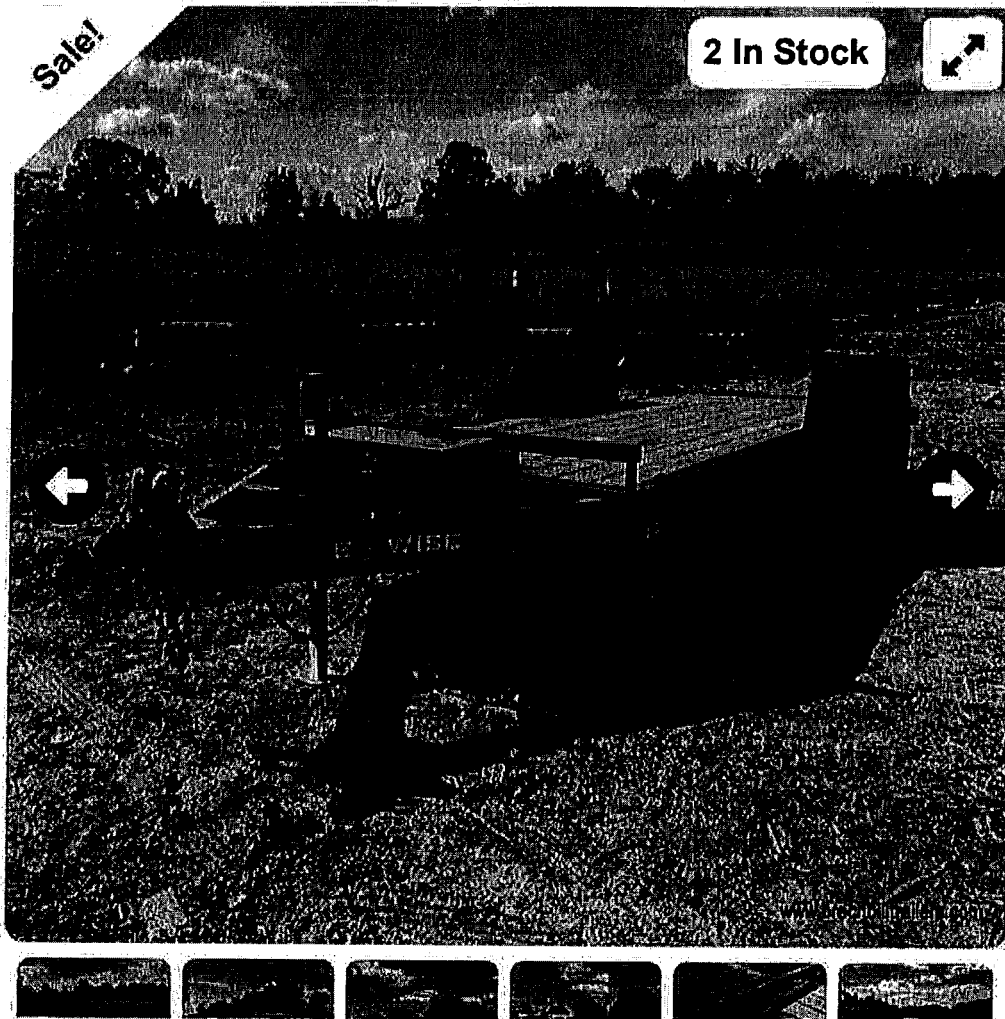
717-977-4797



Bwise Hydraulic Tilt Trailer 7'x18'x14K (HT18-14)

We have 256 Trailers In Stock!

Home / Trailers / Tilt-Deck / Bwise Hydraulic Tilt Trailer 7'x18'x14K
(HT18-14)



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[Click to Accept](#) [Privacy policy](#)

NECH ALL
TRAILERS

717-977-4797

CALL US
717-977-4797
OR VISIT US
ONLINE

BOWISE
TRAILERS

★★★★☆ 707 reviews on Google

Was ~~\$10,700.00~~ Now **\$10,200.00**

Volume Dealer BEST Cash Price!

Call Us 717-977-4797

 Get a Quote

We Offer:


- Financing as low as \$211.36 / month*
- Rent To Own
- Delivery Options

Item ID: 57119

 Buy Now

 Delivery Options

 Compare

 RTO Calculator

Specifications:

We use cookies to ensure that we give you the best experience on our website. By using our website, you agree to the use of cookies.

[Click to Accept](#) [Privacy policy](#)

Comparable #2 NEW + 2,094

844-556-8263

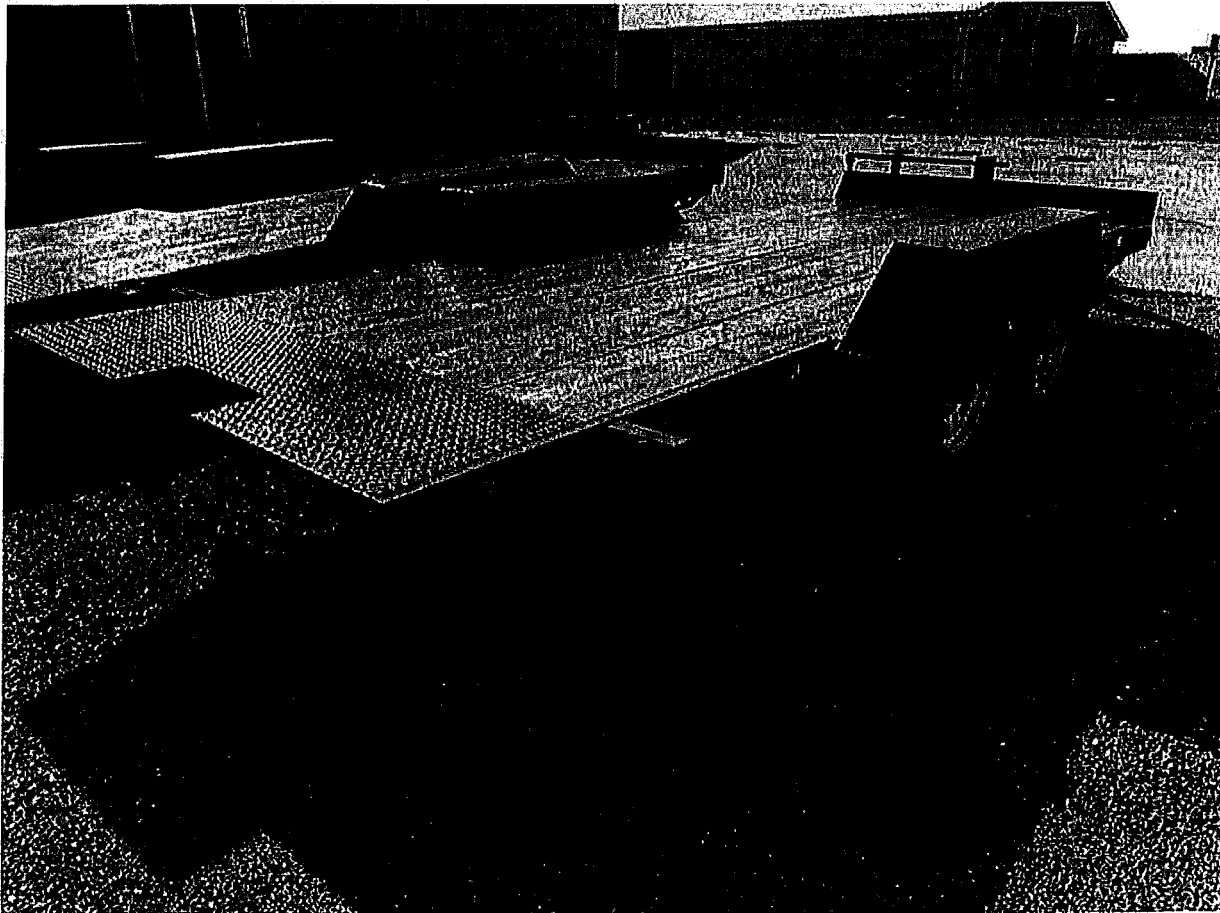


Search

Go

Home / Brands / American Builders Unlimited / Abu 80" x 18' Tilt Trailer - #220899

ABU 80" X 18' TILT TRAILER - #220899



Price: **\$11,995.00**

Stock Number: **220899**

 Add To Cart

 FCCU Financing Available


 TSF Financing Available

Comparable #3 New + 499

 TRAILERTRADER



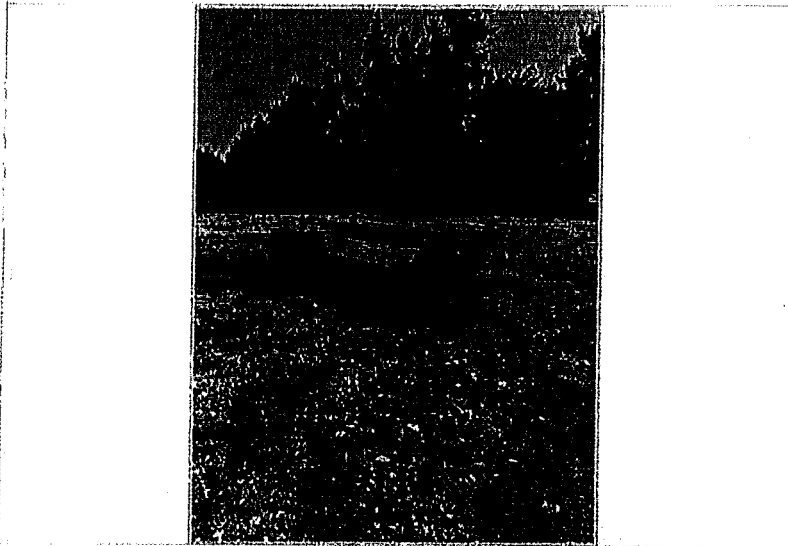
 CARMEL, NY

Within 100 miles 

[< LISTINGS](#)



[General Trailers](#) > [Tilt Trailers](#) > [Walton Trailers](#) > [2022](#)



2022 Walton Trailers SST1016 7x18 Tilt

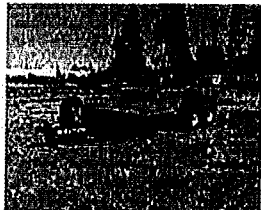
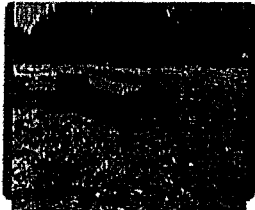
Listed Price

~~\$10,852~~
\$10,399

SALE

TRAILER BOSS 

Olympia, WA
2420 miles | [VIEW MAP >](#)



NEED HELP? CLICK HERE!

MANUFACTURER

Walton Trailers

CONDITION

new

PULL TYPE

bumper

PAYLOAD CAPACITY

No Data

[EMAIL SELLER](#)

[CALL SELLER](#)



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

MEMORANDUM

Date: January 31, 2024

To: Honorable Supervisor McGlasson & Members of the Kent Board

From: Richard T Othmer Jr. Town of Kent Highway Superintendent

Subject: Purchase of New CAM Super-Line 18' Equipment Trailer

I request permission to purchase a new 2024 CAM Super-Line 18' Equipment Trailer to accommodate the CAT Mini Excavator from Hudson River Truck & Trailer of Poughkeepsie, New York for the cost of \$9,901.00.

Attached, please find three comparable trailers bids from different companies. Hudson River Trailer quoted the lowest price. Backup paperwork is attached.

I have the funds in my budget to cover the cost.

Respectfully:

****HUDSON RIVER TRUCK & TRAILER**
 12 Commerce Street Ext.
 Poughkeepsie, NY 12603

QUOTATION

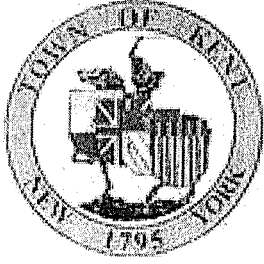
Quote Number: 145371-JY
 Quote Date: Jan 22, 2024
 Page: 1

Voice: 845-454-7689
 Fax: 845-454-7726

Quoted To:
Town Of Kent Highway Department 62 Ludington Court Carmel, NY 10512

Customer ID	Good Thru	Payment Terms	Sales Rep
KEN7172	2/21/24	C.O.D.	JOBY

Quantity	Item	Description	Unit Price	Amount
1.00		rothmer@townofkentny.gov		
1.00		CAM SUPER LINE P6CAM18FTT, 18' FOOT FULL TILT EQUIPMENT TRAILER. 13200 LBS G.V.W.R. PAINTED BLACK	9,895.00	9,895.00
1.00	NYS Inspection	NYS Inspection \$6.00	6.00	6.00
1.00		LEAD TIME 6-7 WEEKS		
1.00		PRICE SUBJECT TO CHANGE UNTIL ORDER IS PLACED		
Subtotal				9,901.00
Sales Tax				
TOTAL				9,901.00



TOWN OF KENT JUSTICE COURT

25 Sybil's Crossing
Kent Lakes, New York 10512
(845) 225-1606 • Fax (845) 306-5280

Kevin L. Douchkoff, Town Justice | Timothy J. Curtiss, Town Justice

Honorable Jaime McGlasson,
Town of Kent Supervisor &
Town Board Members
25 Sybil's Crossing
Kent Lakes, New York 10512

January 31, 2024

Dear Madam Supervisor and Board Members,

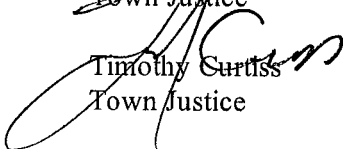
Judge Curtiss and I would like to get permission from the Kent Board to appoint Audrey Wilson to fill the current Court Clerk part-time position. Ms. Wilson would fill the vacancy to assist the Court during the evening hours. This previous position became vacant with Ms. Dennehy's resignation.

Ms. Wilson is bilingual and is currently employed as an Administrative Clerk in the Town of North Salem Supervisor's Office. She is currently part-time in Pound Ridge Justice Court as a Court Clerk, with prior experience in North Salem Court. Ms. Wilson has completed her 2023 Court Clerk's training offered by the New York State Unified Court System. Her knowledge of the Court System will be utilized to process all traffic related revenue and overflow of current criminal matters.

Should this board require it, we are happy to discuss this candidate further.

Respectfully,


Kevin Douchkoff
Town Justice


Timothy Curtiss
Town Justice

Audrey Ann Wilson

North Salem, NY 10560

(914)837-0871

aawilsonaa@gmail.com, aawilson@nycourts.gov

Detail-oriented bilingual professional with experience working in a confidential environment. Excellent communication and time management skills. Handle tasks with accuracy and efficiency.

EXPERIENCE

Supervisors Office/Town Hall North Salem, NY — December 2023-Present

Administrative Clerk/Health Benefits Administrator

Cover Supervisors office when needed

Maintain up to date records of all Board members, new terms and reappointments

Answer phones and all email correspondence, type letters, record keeping of purchase orders

Order supplies for all town offices and water districts using various vendors

Renew all town contracts prior to expiration

Enroll new employees in health/dental insurance (NYSHIP/UMR)

Ensure that all employees/retirees are informed of all benefits

Update employee/retiree family composition changes

Bedford Community Church, Bedford Hills, NY— June 2023-August 2023

Volunteer-Preschool Teacher

Worked closely with students and provided a Christian based, developmentally appropriate environment to aid in the students spiritual life

New York State Association Magistrates Court Clerks INC., Verona, NY— September 2023

Volunteer- Annual Court Clerk Conference

Pound Ridge Justice Court, Pound Ridge, NY — July 2023-Present

Part-Time Assistant Court Clerk

Handle Court mail and correspondence

Process fines and maintain records of payments in SEI/Courtroom Program

Assisted in preparation of monthly financial reports

VTL Plea by mail set up and calendaring for Prosecutor review and plea offer

Guilty plea setup for Judge Assessment of fine and surcharge

TSLED/DMV reporting

Bank Deposits of all payments received in a timely manner

North Salem Town Court, North Salem, NY — February 2021-December 2023

Court Clerk

Interacted with the public, legal and law enforcement personnel

Spanish translation in person and over the phone as needed

Answered phone professionally

Maintenance of all Vehicle and Traffic records

Working knowledge of CourtRoom Program and DMV/TSLED

Collected Court fines, issue receipts while maintaining accurate Court records of all payments received

Responded to public inquiries (by mail and in person)

Reported to various State agencies

Organized all Vehicle and Traffic calendars

Prepared all Vehicle and Traffic appearance documents for Prosecutor review-DMV Compasses, Plea Sheets

Sorted and processed mail input and maintained Court records and tickets

Complete confidentiality and professionalism

Town Hall, North Salem, NY — November 2020- January 2021

Intermediate Account Clerk to Town Clerk
Performed Clerical duties Cataloged
Payroll records
Prepared all historical Town Records for submission into Laserfiche Software

Brewster Community Food Pantry, Prospect Ave, Brewster NY

2018-2020

Volunteer/Customer Service/Translator

Packed fresh produce and shelf stable goods for community members
Spanish translation for effective communication with Spanish speaking recipients

Open Gate Incorporated, Hawthorne, NY — 2011- 2012

Direct Support Professional/ Customer Service

Transported patients to daily trips to parks, museums and movie theaters
Assisted patients when entering and exiting handicap accessible vehicles
Monitored and recorded patients progress to ensure that goals and objectives were met, reported any behavioral changes in monthly reports

US Postal Service, Valhalla, NY— 2008

Mail Carrier/Customer Service

Sorted incoming and outgoing mail delivery, arranging it in the delivery sequence
Delivered mail to residences and business establishments along specified routes by walking and/or driving
Used a combination of satchels, vans, and small LLV truck (right side driving)
Provided assistance to the public and complied with federal regulations of the Postal Service

Argent Mortgage Company, LLC., White Plains, NY— 2004-2007

Mortgage Loan Underwriter/ Account Manager/ Customer Service

Assigned Subprime and Alt-A loans by reviewing Loan Applications

EDUCATION

Fordham University, West Harrison and Bronx, NY
Social Work/ Psychology

1999-2002

Saunders Trades and Technical-Yonkers, NY New York
State Regents High School Diploma

CERTIFICATIONS

Domestic and Sexual Violence Training Certificate of Completion
New York Department of Health

AWARDS

NYS Office of Justice Court Support Fingerprinted Access to review State and Federal Criminal History Records from the E-Justice Portal System
(Effective May 2022)
3 Years of Employee Excellence at Argent Mortgage Company, LLC.

LANGUAGES

Spanish

148 Martine Avenue – Suite 100
White Plains, New York 10601

December 22, 2023

Audrey Wilson
51 Bridleside Lane
North Salem, NY, 10560

ID#: 7205

NOTIFICATION OF EXAMINATION RESULT

SPANISH LANGUAGE ORAL PROFICIENCY TEST

FOR EXAM#: 69-525

TITLE: ASST COURT CLK(SPAN)

PROFICIENCY LEVEL REQUIRED: 2

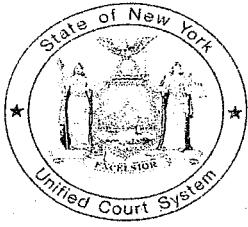
PROFICIENCY LEVEL ACHIEVED: 2

YOU ATTAINED THE REQUIRED PASSING PROFICIENCY LEVEL FOR THIS TITLE

YOU FAILED TO ATTAIN A PASSING PROFICIENCY LEVEL FOR THIS TITLE

**KEEP THIS NOTICE AS A PERMANENT RECORD
OF YOUR LANGUAGE ORAL PROFICIENCY LEVEL**

NOTE: If you took this oral proficiency as part of your civil service exam, your official grade notice will be mailed to you at a future date.



UNIFIED COURT SYSTEM
EMPIRE STATE PLAZA
4 ESP, SUITE 2001
ALBANY, NEW YORK 12223-1450
(518) 453-8650

HON. TAMIKO AMAKER
Acting Chief Administrative Judge

HON. NORMAN ST. GEORGE
Deputy Chief Administrative Judge
Courts Outside New York City

April 19, 2023

Audrey A Wilson
North Salem Town Court
66 June Road
PO Box 365
North Salem, NY 10560

Dear Audrey:

Pursuant to §17.2 of the Rules of the Chief Judge, every Town and Village clerk is required to complete a certain amount of Continuing Court Clerk Education (CCE) credits annually in order to be Certified to act as court clerk within their respective municipality. Enclosed please find your Continuing Court Clerk Education Certificate of **Completion for 2023**. The enclosed Certificate certifies that you have completed your necessary education and training requirements for the **2023** calendar year.

A copy of the attached will be retained within the Office of Justice Court Support and we suggest that you maintain this Certificate for your official records as well.

Please feel free to contact this office at 1-800-232-0630 if you have any questions.

Very Truly Yours,

A handwritten signature in cursive script, appearing to read "Jennifer R. DiLallo".

Jennifer R. DiLallo
Director
Office of Justice Court Support

Enclosure

UNIFIED COURT SYSTEM OF THE STATE OF NEW YORK

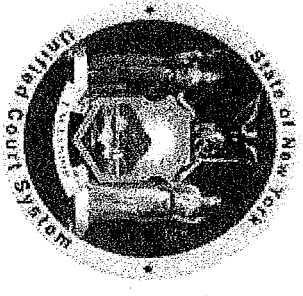
CERTIFICATE OF COMPLETION
CONTINUING CLERK EDUCATION PROGRAM

I, TAMIKO AMAKER, Acting Chief Administrative Judge of the Courts of the State of New York, DO HEREBY CERTIFY, that in accordance with the Rules of the Chief Judge of the Court of Appeals, 22 NYCRR 17.2

AUDREY A WILSON

has satisfactorily completed the 2023 Continuing Clerk Education Program offered by the New York State Unified Court System.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the Unified Court System of the State of New York this 19th day of April 2023 in the City of New York.



Tamiko Amaker

Acting Chief Administrative Judge



Kent Justice Court
25 Sybil's Crossing
Kent Lakes, New York 10512
Kevin L. Douchkoff, Town Justice
Timothy J. Curtiss, Town Justice
(845) 225-1606 • Fax (845) 306-5280

February 1, 2024

Honorable Jaime McGlasson,
Town of Kent Supervisor &
Town Board Members
25 Sybil's Crossing
Kent Lakes, New York 10512

Dear Madam Supervisor and Town Board Members,

Judge Curtiss and I would like to have your permission to appoint Brittany Lowe to fill the current Court Clerk part-time position. Ms. Lowe would work in the Court part-time Monday through Friday during normal business hours. Her total work hours would not exceed 29 hours per week.

Ms. Lowe has approximately 9 years of experience in the court system working in the Town of Patterson and the Village of Brewster. Her resume is attached for review.

Should this board require further information, we are happy to discuss this appointment.

Respectfully,

Kevin Douchkoff
Town Justice

Timothy Curtiss
Town Justice

/kld

BRITTANY LOWE

69 Mill Street Dover Plains, NY 12522

Bmld0723@gmail.com

845-531-8724

EXPERIENCE

OCT 2006-DECEMBER 2011

CASHIER, DOLLAR TREE

JAN 2012- JAN 2013

ASSISTANT MANAGER, DOLLAR TREE

Oversee employees, Made the weekly schedule, bank deposit, completed product orders, Submitted payroll.

September 2013-July 2020

FULL TIME COURT CLERK TO JUDGE Molé, PATTERSON JUSTICE COURT

- Enter charges/new cases into the SEI program, Schedule cases for Court Calendar, Submit CDR's & Orders of Protections, Answer phone. Open Mail, Help Public, prepare monthly Report, prepare bank deposits and take to the bank.

July 2020- September 2022

Full Time Court Clerk to Judge Negro, Brewster Village Court

- Enter charges/new cases into the SEI program, Schedule cases for Court Calendar, Submit CDR's & Orders of Protections, Answer phone. Open Mail, Help Public, prepare monthly Report, prepare bank deposits and take them to the bank.

September 2022-present

Putnam County Legal Aid Society- Administrative Assistant

- Receive all client intakes to ensure their qualification to LAS
- Responsible for coordinating calendars, attorney notes & input cases for 4 courts

- Phone calls to clients to remind them of upcoming court appearances
- Intense use of PDCMS program and Google Calendar
- Composing and mailing out various letters and notices

EDUCATION

JUNE 2008

HIGH SCHOOL DIPLOMA, DOVER HIGH SCHOOL

SKILLS

- Organized
- Work well with others
- Good at multitasking
- Proficient in SEI program, WEB DVS, VPASS, PDCMS program
- Good time management
- Attentive to the needs of the public

References available upon request

Accident Policy

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

Proposed Effective Date: 1/29/2024

Presented by



Brown & Brown of NY, Inc.

625 Route 6
Mahopac, NY 10541
845-628-1700

NEW YORK COMPENSATION DISCLOSURE

Insurance producers licensed by the State of New York are authorized by their license to confer with insurance purchasers about the benefits, terms, and conditions of insurance contracts; to offer advice concerning the substantive benefits of particular insurance contracts; to sell insurance; and to obtain insurance for purchasers. Our role as an insurance producer in any ordinary transaction typically involves one or more of these activities.

We will receive compensation in the form of commission or fees for assistance with the placement, servicing, claims handling, or renewal of your insurance coverages. Commission compensation will be based on the insurance contract you purchase and may vary depending on a number of factors including the insurance contract(s) and the insurer(s) the purchaser selects. In addition to compensation we will receive, other parties such as excess and surplus lines brokers, wholesale brokers, reinsurance intermediaries, underwriting managers and similar parties, some of which may be owned in whole or in part by Brown & Brown, Inc., may also receive compensation (derived from your premium payments) for their role in providing insurance products or services to you pursuant to their separate contracts with insurance or reinsurance carriers. Additionally, it is possible we, or our corporate parents or affiliates, may receive contingent payments or allowances from insurers based on factors that are not client-specific, such as the performance and/or size of an overall book of business produced with an insurer. That compensation is partially derived from your premium dollars, after being combined (or "pooled") with the premium dollars of other insureds that have purchased similar types of coverage. We generally do not know if a contingent payment will be made by a particular insurer, or the amount of any such contingent payment, until the underwriting year is closed. We may also receive invitations to programs sponsored and paid for by insurance carriers to inform brokers regarding their products and services, including possible participation in company-sponsored events such as trips, seminars, and advisory council meetings, based upon the total volume of business placed with the carrier you select. We may, on occasion, receive loans or credit from insurance companies. Additionally, in the ordinary course of our business, we may receive and retain interest on premiums you pay from the date we receive them until the date premiums are remitted to the insurance company or intermediary. If we assist with placement and other details of arranging for the financing of your insurance premium, we may also receive a fee from the premium finance company.

If an intermediary is utilized in the placement of coverage, the intermediary may or may not be owned in whole or part by Brown & Brown, Inc., or its subsidiaries. Brown & Brown entities operate independently and are not required to utilize other companies owned by Brown & Brown, Inc., but routinely do so. In addition to providing access to the insurance company, the Wholesale Insurance Broker/Managing General Agent may provide additional services including, but not limited to underwriting; loss control; risk placement; coverage review; claims coordination with insurance company; and policy issuance. Compensation paid for those services is derived from your premium payment, which may on average be 15% of the premium you pay for coverage and may include additional fees charged by the intermediary.

You may obtain information about compensation expected to be received by us based in whole or part on the sale of insurance to you, and (if applicable) compensation expected to be received based in whole or part on any alternative quotes presented to you by us, by requesting such information from us.

Questions and Information Requests. Should you have any questions, or require additional information, please contact this office at 845-743-7018 or, if you prefer, submit your question or request online at <http://www.bbinsurance.com/customerinquiry/>

A.M. Best Rating of Proposed Carriers

Policy Type	Carrier	Rating	Admitted/Non-Admitted		
Accident Policy	Federal Insurance Company	A++	Admitted		
A++, A+	Superior	B++	Good	C++, C+	Marginal
A, A-	Excellent	B, B-	Fair	C, C-	Weak

General Rating:

These rating classifications reflect BEST's opinion of the relative position of each company in comparison with others, based upon averages within the Property-Casualty insurance industry. They are reflective of overall company services and standing within the industry.

Financial Size Category:

The Financial Size Category is an indication of the size of an Insurer and is based on reported Policyholders' surplus plus conditional or Technical Reserve Funds, such as mandatory securities valuation reserve, other investment, and operating contingency funds and/or miscellaneous voluntary reserves in liabilities.

A. M. Best's Insurance Reports provides financial solvency ratings for insurance companies. The following chart explains Best's rating system.

Financial Size Category	Adjusted Policyholder's Surplus (\$000's)		
Class I	Up	to	1,000
Class II	1,000	to	2,000
Class III	2,000	to	5,000
Class IV	5,000	to	10,000
Class V	10,000	to	25,000
Class VI	25,000	to	50,000
Class VII	50,000	to	100,000
Class VIII	100,000	to	250,000
Class IX	250,000	to	500,000
Class X	500,000	to	750,000
Class XI	750,000	to	1,000,000
Class XII	1,000,000	to	1,250,000
Class XIII	1,250,000	to	1,500,000
Class XIV	1,500,000	to	2,000,000
Class XV	2,000,000	or	Greater

This information has been provided to you so that consideration is given to the financial condition of our proposed carriers. Brown & Brown does not guarantee financial condition of the insurers listed above.

DISCLAIMERS

**Higher Limits may be available upon request.
Insured ultimately responsible for limits and values selected.**

Policy is not subject to audit.

Disclaimer

The insurance proposal is prepared based on data furnished by you for our review. It is not to be construed as an exact or complete analysis of the policies or is legal evidence of insurance. It is only a brief outline of your insurance coverage and is for information purposes only. In the event of a difference, the provisions of the policy will prevail. Please read your policy carefully for a thorough understanding of all terms, conditions, and exclusions.

Policy Term: 01/29/24 to 01/29/25
 Premiums

<i>Description Of Coverage</i>	<i>Expiring Premium</i>	<i>Premium</i>
Accident Policy	\$ Not Applicable	\$ 1,961.00
Total Estimated Annual Premium*	\$	\$ 1,961.00

Subjectivities required to bind:

- Bind Order

AGENCY CUSTOMER ID: _____



ELECTRONIC DELIVERY SUPPLEMENT

DATE (MM/DD/YYYY)

AGENCY		CARRIER	NAIC CODE
POLICY NUMBER	EFFECTIVE DATE	APPLICANT / NAMED INSURED(S)	

ELECTRONIC SELECTION / REJECTION OPTION FORM

Your insurer may be required by law to obtain consent from insureds prior to engaging in any electronic delivery of insurance policies and/or other supporting documents in connection with the policy. You have the right to:

- Select electronic delivery;
- Select electronic delivery and paper delivery;
- Reject electronic delivery;
- Withdraw your consent if you decide you no longer want to receive electronic delivery of your insurance policy and/or other supporting documents in connection with your insurance policy.

SELECTION OF ELECTRONIC INSURANCE POLICY DELIVERY OPTION

I select the option to receive the following documents in connection with my insurance policy electronically, for myself and all those covered under the policy. I acknowledge I may no longer receive paper copies of my insurance policy, unless I advise my insurer to continue to provide paper copies in addition to electronic copies.

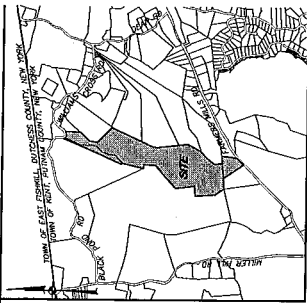
- Insurance Policy
- Identification Card
- Notices of Cancellation
- Notices of Nonrenewal
- Other supporting documents in connection with my insurance policy

SELECTION OF ELECTRONIC DELIVERY AND PAPER DELIVERY OPTION

I select the option to receive both electronic and paper copies of my insurance policy and/or other supporting documents in connection with my insurance policy, for myself and all those covered under the policy

REJECTION OF ELECTRONIC DELIVERY OPTION

I reject the option to receive my insurance policy and/or other supporting documents in connection with my



LOCATION MAP
SCALE 1" = 1,000'

SITE DATA
 1. 200' x 200' (40,000 sq. ft.)
 2. 200' x 200' (40,000 sq. ft.)
 3. 200' x 200' (40,000 sq. ft.)

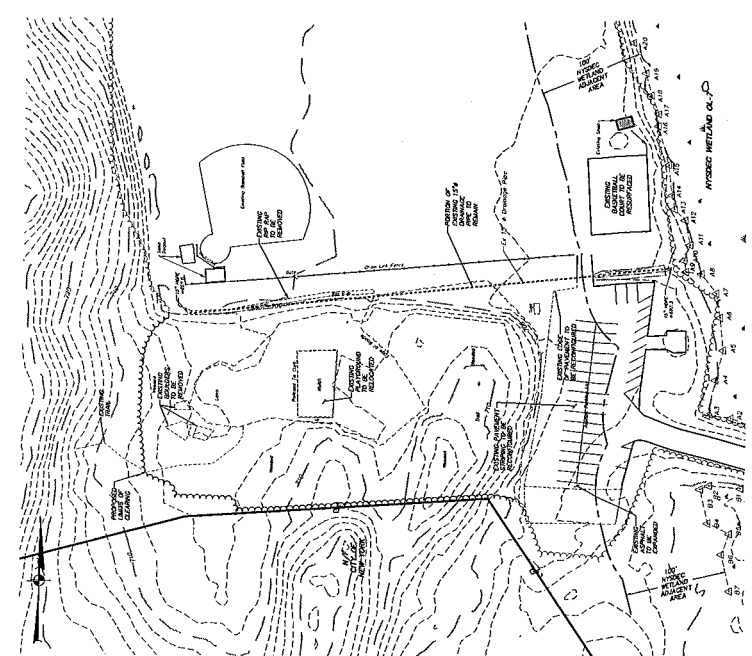
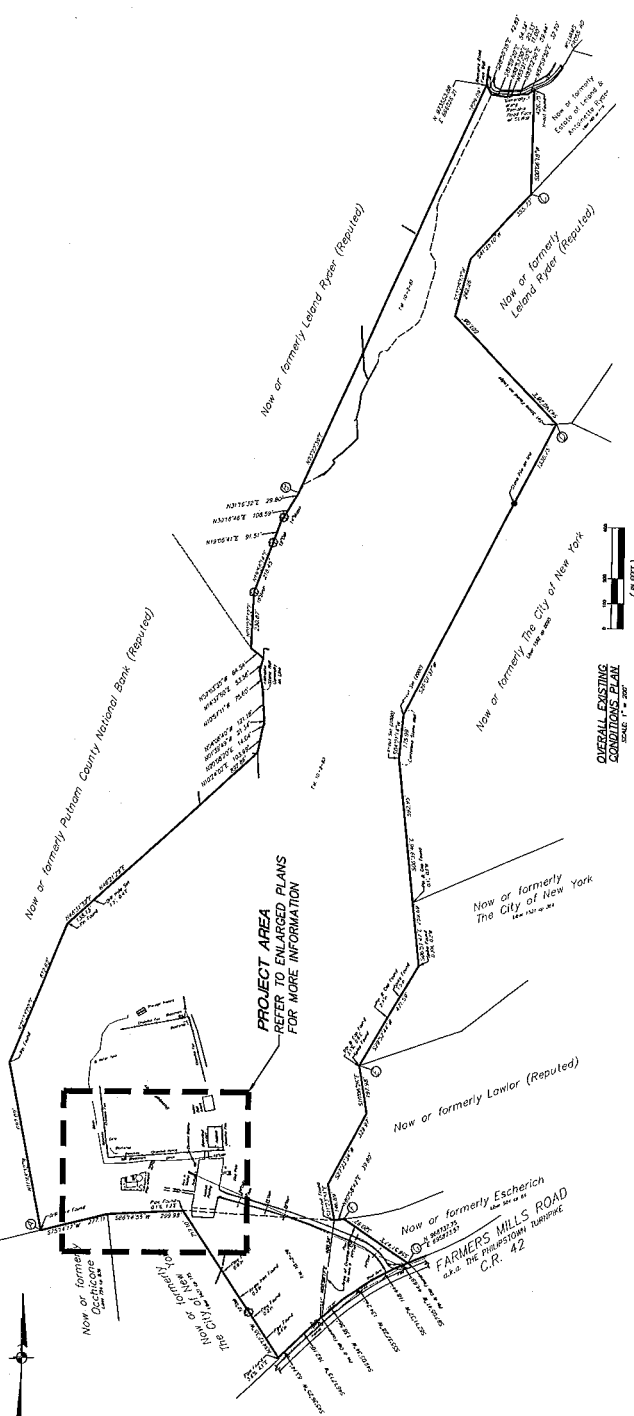
OWNER:
 HUSTON PARK DEVELOPMENT, INC.
 1000 WEST 10TH AVENUE
 DENVER, COLORADO 80202

GENERAL NOTES:
 1. All dimensions are in feet unless otherwise noted.
 2. All dimensions are to the centerline of the road unless otherwise noted.
 3. All dimensions are to the centerline of the easement unless otherwise noted.
 4. All dimensions are to the centerline of the easement unless otherwise noted.

LEGEND

---	EXISTING PROPERTY LINE
---	EXISTING CHAIN LINK FENCE
---	EXISTING UTILITY POLE
---	EXISTING UNDERGROUND DRAINAGE PIPE
---	EXISTING RETAINING WALL
---	EXISTING RETAINING WALL
---	EXISTING 2" CONCRETE
---	EXISTING 4" CONCRETE
---	EXISTING 6" CONCRETE
---	EXISTING 8" CONCRETE
---	EXISTING 10" CONCRETE
---	EXISTING 12" CONCRETE
---	EXISTING 14" CONCRETE
---	EXISTING 16" CONCRETE
---	EXISTING 18" CONCRETE
---	EXISTING 20" CONCRETE
---	EXISTING 22" CONCRETE
---	EXISTING 24" CONCRETE
---	EXISTING 26" CONCRETE
---	EXISTING 28" CONCRETE
---	EXISTING 30" CONCRETE
---	EXISTING 32" CONCRETE
---	EXISTING 34" CONCRETE
---	EXISTING 36" CONCRETE
---	EXISTING 38" CONCRETE
---	EXISTING 40" CONCRETE
---	EXISTING 42" CONCRETE
---	EXISTING 44" CONCRETE
---	EXISTING 46" CONCRETE
---	EXISTING 48" CONCRETE
---	EXISTING 50" CONCRETE
---	EXISTING 52" CONCRETE
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---	EXISTING 56" CONCRETE
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---	EXISTING 70" CONCRETE
---	EXISTING 72" CONCRETE
---	EXISTING 74" CONCRETE
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---	EXISTING 90" CONCRETE
---	EXISTING 92" CONCRETE
---	EXISTING 94" CONCRETE
---	EXISTING 96" CONCRETE
---	EXISTING 98" CONCRETE
---	EXISTING 100" CONCRETE

NO.	1	2-24	REVISED FROM	NO.	00
DATE	11/11/03		BY	DATE	11/11/03
ONSITE					
ENGINEERING, SURVEYING & ARCHITECTURE, P.C.					
PROJECT: HUSTON PARK EXPANSION					
DRAWING: OVERALL PLAN					
NO.	1	2-24	REVISED FROM	NO.	00
DATE	11/11/03		BY	DATE	11/11/03
NO.	1	2-24	REVISED FROM	NO.	00
DATE	11/11/03		BY	DATE	11/11/03
NO.	1	2-24	REVISED FROM	NO.	00
DATE	11/11/03		BY	DATE	11/11/03

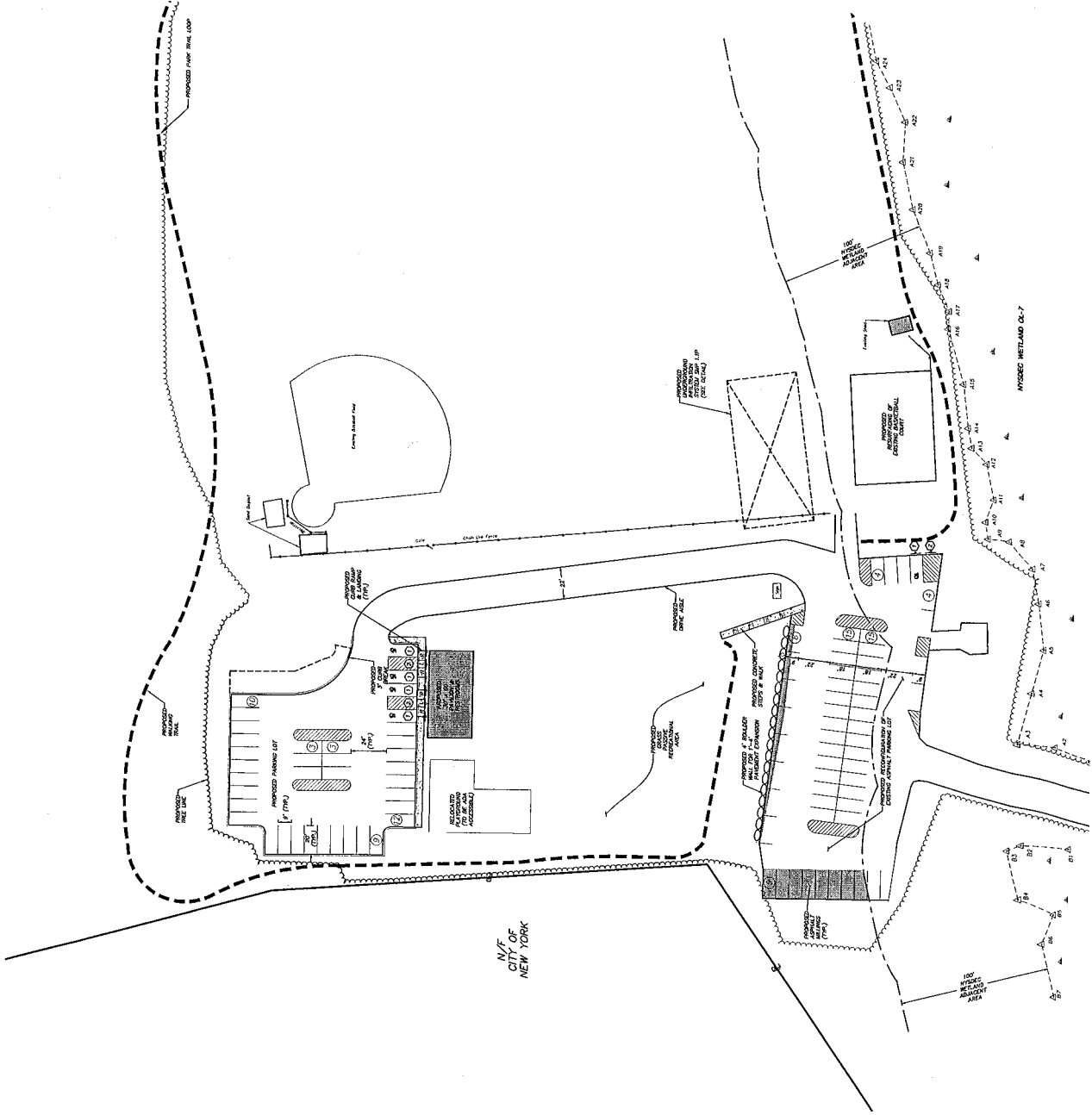


ENLARGED EXISTING CONDITIONS AND REMOVALS PLAN
 SCALE 1" = 50'

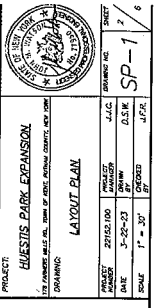
THIS DRAWING IS THE PROPERTY OF HUSTON PARK DEVELOPMENT, INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF HUSTON PARK DEVELOPMENT, INC.

LEGEND

— E —	EXISTING PROPERTY LINE
— A —	EXISTING METEAD
-A-A-	EXISTING METEAD FLAG
-A-A-	EXISTING METEAD BUFFER
-A-A-	EXISTING DRIVE LANE TIE
②	PROPOSED ASP. DRIVE TO BE SHOWN
③	PROPOSED DRIVE OF SPERALLY
④	PROPOSED DRIVE LANE TIE
⑤	PROPOSED DRIVE DRIVEWAY
⑥	PROPOSED DRIVE DRIVEWAY
⑦	PROPOSED DRIVE DRIVEWAY
⑧	PROPOSED DRIVE DRIVEWAY
⑨	PROPOSED DRIVE DRIVEWAY
⑩	PROPOSED DRIVE DRIVEWAY
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⑫	PROPOSED DRIVE DRIVEWAY
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⑭	PROPOSED DRIVE DRIVEWAY
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NO.	DATE	BY	CHKD.
1	3-22-53	J.P.C.	J.P.C.
<p>WINSITE ENGINEERING, SURVEYING & LANDSCAPE ARCHITECTURE, P.C. PROJECT: GUESTS PARK EXPANSION DRAWING: LAYOUT PLAN</p>			
NO.	DATE	BY	CHKD.
1	3-22-53	J.P.C.	J.P.C.
<p>GRAPHIC SCALE 1" = 20' (N.Y. CITY) 1" = 30' (N.Y. CITY)</p>			



A REVIEW OF THIS DOCUMENT HAS BEEN MADE BY THE CITY ENGINEER AND THE CITY PLANNING COMMISSION OF THE CITY OF NEW YORK.

LEGEND

—	EXISTING PROPERTY LINE
—	EXISTING WETLAND
—	EXISTING WETLAND FLAG
—	EXISTING WETLAND BUFFER
—	EXISTING CHAIN LINK FENCE
—	EXISTING CONCRETE
—	EXISTING ASPHALT
—	EXISTING DRIVE
—	PROPOSED 1" CONCRETE
—	PROPOSED 8" CONCRETE
—	PROPOSED 12" CONCRETE
—	PROPOSED 18" CONCRETE
—	PROPOSED 24" CONCRETE
—	PROPOSED 30" CONCRETE
—	PROPOSED 36" CONCRETE
—	PROPOSED 42" CONCRETE
—	PROPOSED 48" CONCRETE
—	PROPOSED 54" CONCRETE
—	PROPOSED 60" CONCRETE
—	PROPOSED 66" CONCRETE
—	PROPOSED 72" CONCRETE
—	PROPOSED 78" CONCRETE
—	PROPOSED 84" CONCRETE
—	PROPOSED 90" CONCRETE
—	PROPOSED 96" CONCRETE
—	PROPOSED 102" CONCRETE
—	PROPOSED 108" CONCRETE
—	PROPOSED 114" CONCRETE
—	PROPOSED 120" CONCRETE
—	PROPOSED 126" CONCRETE
—	PROPOSED 132" CONCRETE
—	PROPOSED 138" CONCRETE
—	PROPOSED 144" CONCRETE
—	PROPOSED 150" CONCRETE
—	PROPOSED 156" CONCRETE
—	PROPOSED 162" CONCRETE
—	PROPOSED 168" CONCRETE
—	PROPOSED 174" CONCRETE
—	PROPOSED 180" CONCRETE
—	PROPOSED 186" CONCRETE
—	PROPOSED 192" CONCRETE
—	PROPOSED 198" CONCRETE
—	PROPOSED 204" CONCRETE
—	PROPOSED 210" CONCRETE
—	PROPOSED 216" CONCRETE
—	PROPOSED 222" CONCRETE
—	PROPOSED 228" CONCRETE
—	PROPOSED 234" CONCRETE
—	PROPOSED 240" CONCRETE
—	PROPOSED 246" CONCRETE
—	PROPOSED 252" CONCRETE
—	PROPOSED 258" CONCRETE
—	PROPOSED 264" CONCRETE
—	PROPOSED 270" CONCRETE
—	PROPOSED 276" CONCRETE
—	PROPOSED 282" CONCRETE
—	PROPOSED 288" CONCRETE
—	PROPOSED 294" CONCRETE
—	PROPOSED 300" CONCRETE

5-16 LONG TERM INSPECTION/MAINTENANCE REQUIREMENTS

PRACTICE ID	INSPECTION/MAINTENANCE REQUIREMENTS	ANNUAL INSPECTION/MAINTENANCE REQUIREMENTS	REPAIR/REPLACE/REMOVE AFTER
101	Clear debris from site	Clear debris from site	Clear debris from site
102	Clear debris from site	Clear debris from site	Clear debris from site
103	Clear debris from site	Clear debris from site	Clear debris from site
104	Clear debris from site	Clear debris from site	Clear debris from site
105	Clear debris from site	Clear debris from site	Clear debris from site
106	Clear debris from site	Clear debris from site	Clear debris from site
107	Clear debris from site	Clear debris from site	Clear debris from site
108	Clear debris from site	Clear debris from site	Clear debris from site
109	Clear debris from site	Clear debris from site	Clear debris from site
110	Clear debris from site	Clear debris from site	Clear debris from site
111	Clear debris from site	Clear debris from site	Clear debris from site
112	Clear debris from site	Clear debris from site	Clear debris from site
113	Clear debris from site	Clear debris from site	Clear debris from site
114	Clear debris from site	Clear debris from site	Clear debris from site
115	Clear debris from site	Clear debris from site	Clear debris from site
116	Clear debris from site	Clear debris from site	Clear debris from site
117	Clear debris from site	Clear debris from site	Clear debris from site
118	Clear debris from site	Clear debris from site	Clear debris from site
119	Clear debris from site	Clear debris from site	Clear debris from site
120	Clear debris from site	Clear debris from site	Clear debris from site

1. The user is responsible for interpretation of the maintenance schedule details and for any maintenance required.

2. The user is responsible for interpretation of the maintenance schedule details and for any maintenance required.

3. The user is responsible for interpretation of the maintenance schedule details and for any maintenance required.

4. The user is responsible for interpretation of the maintenance schedule details and for any maintenance required.

5. The user is responsible for interpretation of the maintenance schedule details and for any maintenance required.

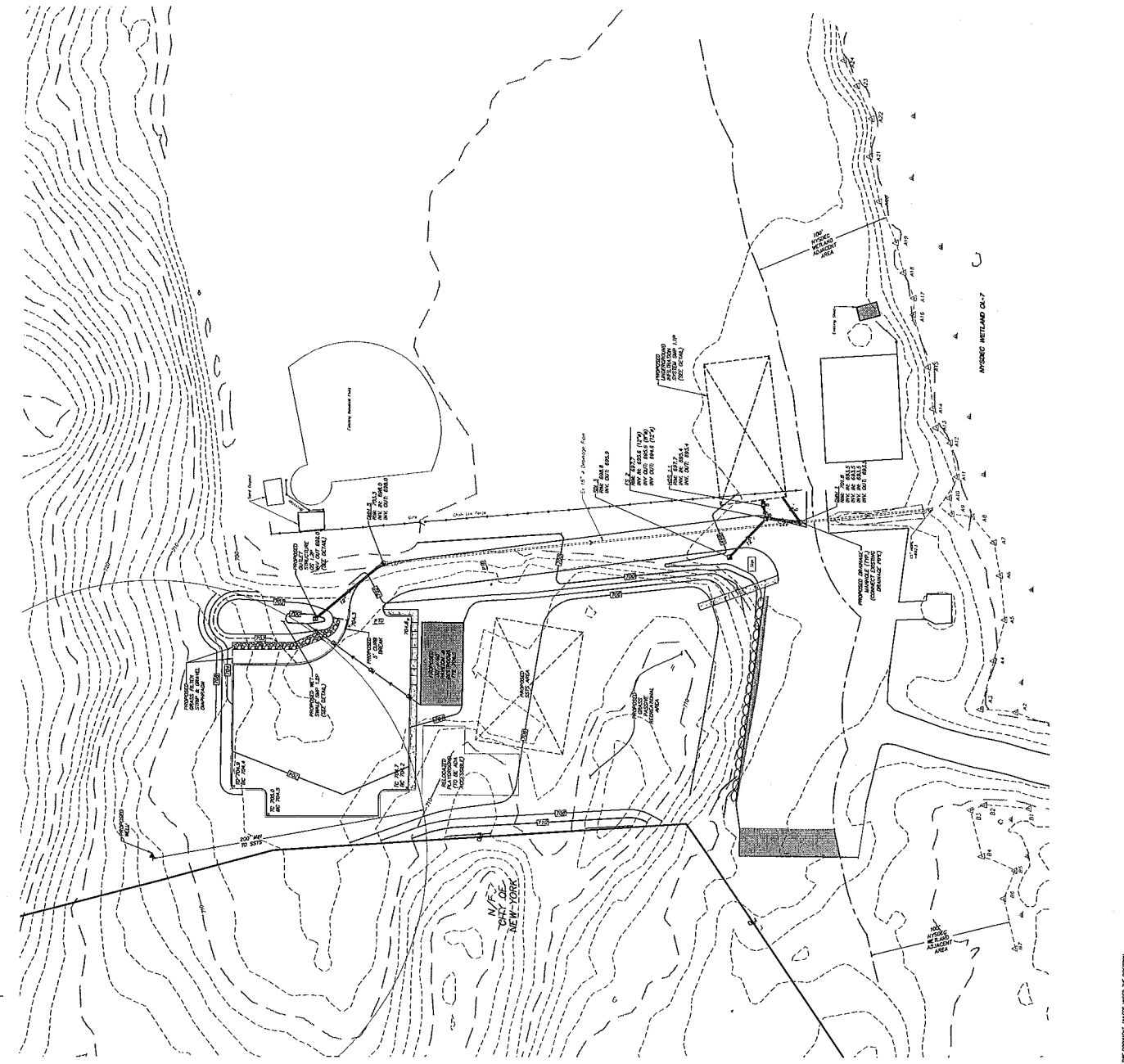
6. The user is responsible for interpretation of the maintenance schedule details and for any maintenance required.

7. The user is responsible for interpretation of the maintenance schedule details and for any maintenance required.

8. The user is responsible for interpretation of the maintenance schedule details and for any maintenance required.

9. The user is responsible for interpretation of the maintenance schedule details and for any maintenance required.

10. The user is responsible for interpretation of the maintenance schedule details and for any maintenance required.



PROJECT INFORMATION

PROJECT: **WAINSLIE**
 WAINSLIE LANDSCAPE ARCHITECTURE, P.C.
 123 WAINSLIE AVE. #100, NEW YORK, NY 10001
 TEL: 212-123-4567

CLIENT: **WAINSLIE**
 123 WAINSLIE AVE. #100, NEW YORK, NY 10001
 TEL: 212-123-4567

DATE: 3-22-23

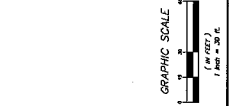
SCALE: 1" = 30'

PROJECT NO: SP-2

DATE: 3-22-23

SCALE: 1" = 30'

PROJECT NO: SP-2



ALL WORK TO BE DONE IN ACCORDANCE WITH THE CITY OF NEW YORK DEPARTMENT OF ENVIRONMENTAL CONSERVATION (DEC) REGULATIONS AND THE STATE OF NEW YORK DEPARTMENT OF ENVIRONMENTAL CONSERVATION (DEC) REGULATIONS.

LEGEND

---	EXISTING PROPERTY LINE
---	EXISTING MEADOW FLAG
---	EXISTING MEADOW BUFFER
---	EXISTING CHALK LINE FENCE
---	EXISTING WOOD FENCE
---	PROPOSED CHALK LINE FENCE
---	PROPOSED WOOD FENCE
---	PROPOSED SPOT ELEVATION
---	PROPOSED DRAINAGE MANHOLE
---	PROPOSED DRAINAGE STRUCTURE W/ OVERFLOW
---	PROPOSED GULCH STRUCTURE
---	PROPOSED DRAINAGE PIPE
---	PROPOSED 30% x 60% EXPOSURE AREA
---	PROPOSED LIMIT OF DISTURBANCE
---	PROPOSED CONSTRUCTION FENCE
---	PROPOSED TEMPORARY 30% EXPOSURE

EROSION & SEDIMENT CONTROL NOTES:

- The final E&S plan (revision 03) shall be prepared by the contractor and approved by the County Engineer.
- All construction activities involving the removal of vegetation or soil shall be restricted to the areas outlined in red on this plan. E&S measures shall be installed prior to any earthmoving activities. E&S measures shall be installed and maintained throughout the project. E&S measures shall be inspected and approved by the County Engineer. E&S measures shall be maintained for a minimum of 6 months after project completion. E&S measures shall be maintained for a minimum of 12 months after project completion. E&S measures shall be maintained for a minimum of 24 months after project completion.
- Whenever feasible, ground vegetation should be retained and protected. E&S measures shall be installed and maintained throughout the project. E&S measures shall be inspected and approved by the County Engineer. E&S measures shall be maintained for a minimum of 6 months after project completion. E&S measures shall be maintained for a minimum of 12 months after project completion. E&S measures shall be maintained for a minimum of 24 months after project completion.
- All erosion control measures shall be installed and maintained throughout the project. E&S measures shall be inspected and approved by the County Engineer. E&S measures shall be maintained for a minimum of 6 months after project completion. E&S measures shall be maintained for a minimum of 12 months after project completion. E&S measures shall be maintained for a minimum of 24 months after project completion.
- All sedimentation basins shall be installed and maintained throughout the project. E&S measures shall be inspected and approved by the County Engineer. E&S measures shall be maintained for a minimum of 6 months after project completion. E&S measures shall be maintained for a minimum of 12 months after project completion. E&S measures shall be maintained for a minimum of 24 months after project completion.
- All temporary erosion control measures shall be installed and maintained throughout the project. E&S measures shall be inspected and approved by the County Engineer. E&S measures shall be maintained for a minimum of 6 months after project completion. E&S measures shall be maintained for a minimum of 12 months after project completion. E&S measures shall be maintained for a minimum of 24 months after project completion.
- All permanent erosion control measures shall be installed and maintained throughout the project. E&S measures shall be inspected and approved by the County Engineer. E&S measures shall be maintained for a minimum of 6 months after project completion. E&S measures shall be maintained for a minimum of 12 months after project completion. E&S measures shall be maintained for a minimum of 24 months after project completion.

CHAINS SITE LANDSCAPE ARCHITECTURE P.C.
PROJECT: HUESISTIS PARK EXPANSION
EROSION AND SEDIMENT CONTROL PLAN
 DATE: 3-22-23
 SCALE: 1" = 20'

EROSION AND SEDIMENT CONTROL MAINTENANCE SCHEDULE

MAINTENANCE REQUIREMENTS	AFTER INSTALL	DURING CONSTRUCTION	AFTER CONSTRUCTION
1. EROSION CONTROL MEASURES	Inspect	Inspect	Inspect
2. SEDIMENTATION BASINS	Inspect	Inspect	Inspect
3. TEMPORARY EROSION CONTROL MEASURES	Inspect	Inspect	Inspect
4. PERMANENT EROSION CONTROL MEASURES	Inspect	Inspect	Inspect
5. GULCHES	Inspect	Inspect	Inspect
6. DRAINAGE STRUCTURES	Inspect	Inspect	Inspect
7. FENCES	Inspect	Inspect	Inspect
8. CHALK LINE FENCES	Inspect	Inspect	Inspect
9. WOOD FENCES	Inspect	Inspect	Inspect
10. DRAINAGE PIPES	Inspect	Inspect	Inspect
11. DRAINAGE MANHOLES	Inspect	Inspect	Inspect
12. GULCH STRUCTURES	Inspect	Inspect	Inspect
13. TEMPORARY EROSION CONTROL MEASURES	Inspect	Inspect	Inspect
14. PERMANENT EROSION CONTROL MEASURES	Inspect	Inspect	Inspect
15. GULCHES	Inspect	Inspect	Inspect
16. DRAINAGE STRUCTURES	Inspect	Inspect	Inspect
17. FENCES	Inspect	Inspect	Inspect
18. CHALK LINE FENCES	Inspect	Inspect	Inspect
19. WOOD FENCES	Inspect	Inspect	Inspect
20. DRAINAGE PIPES	Inspect	Inspect	Inspect
21. DRAINAGE MANHOLES	Inspect	Inspect	Inspect
22. GULCH STRUCTURES	Inspect	Inspect	Inspect

SOIL RESTORATION REQUIREMENTS*

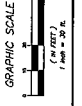
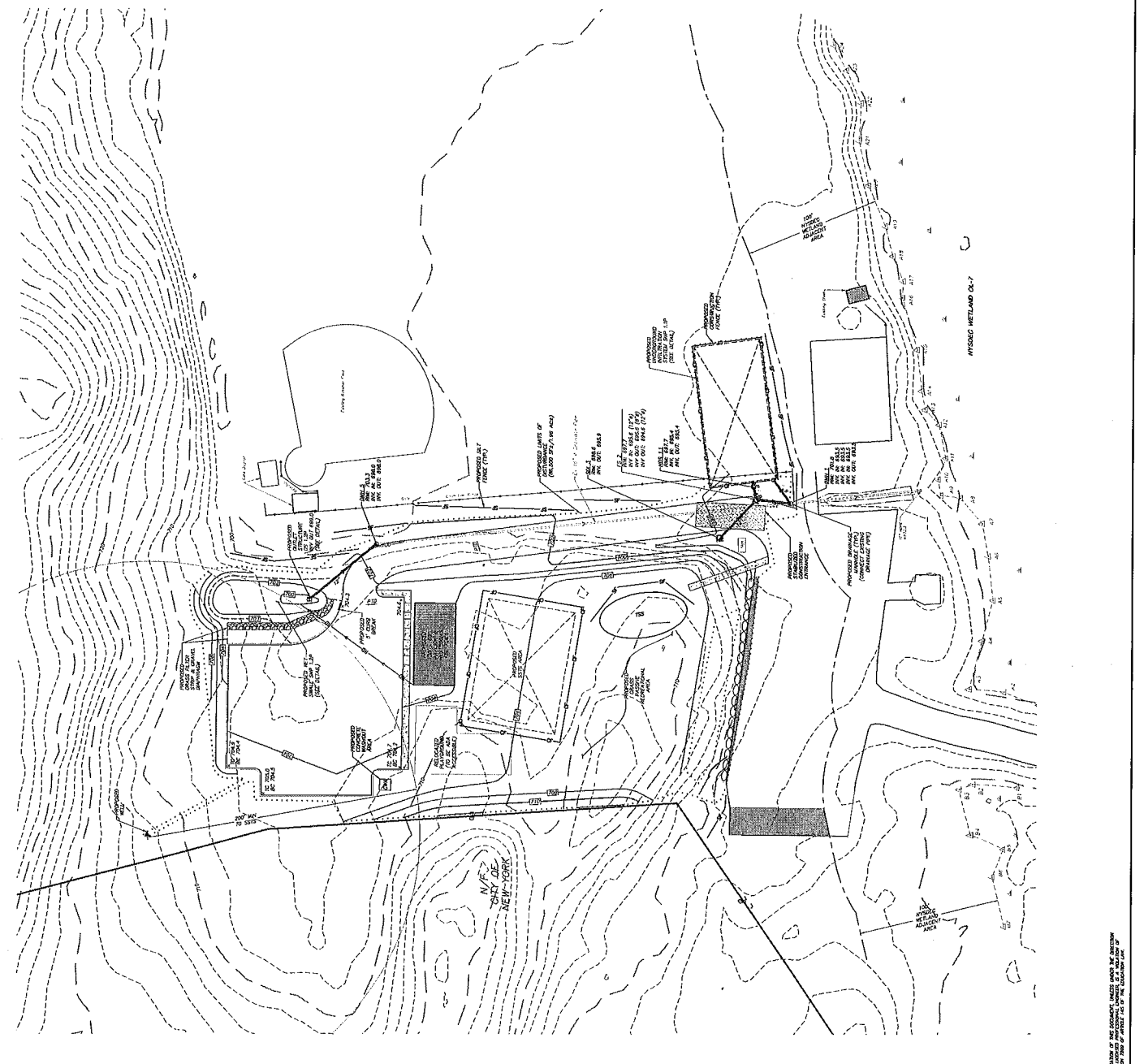
TYPE OF SOIL RESTORATION	RESTORATION REQUIREMENTS	COMMENTS/REMARKS
1. AREAS OF SOIL THAT ARE TO BE RESTORED TO ORIGINAL CONDITION	Regrade to original elevation and seed with native vegetation.	Native vegetation shall be restored to original condition.
2. AREAS OF SOIL THAT ARE TO BE RESTORED TO BETTER CONDITION	Regrade to original elevation and seed with native vegetation. Install erosion control measures.	Native vegetation shall be restored to original condition. Erosion control measures shall be installed and maintained.
3. AREAS OF SOIL THAT ARE TO BE RESTORED TO DIFFERENT CONDITION	Regrade to original elevation and seed with native vegetation. Install erosion control measures. Install additional erosion control measures.	Native vegetation shall be restored to original condition. Erosion control measures shall be installed and maintained. Additional erosion control measures shall be installed and maintained.

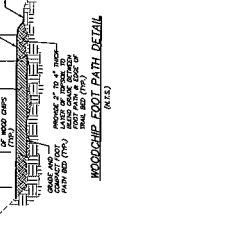
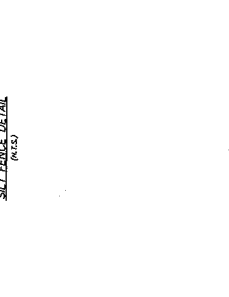
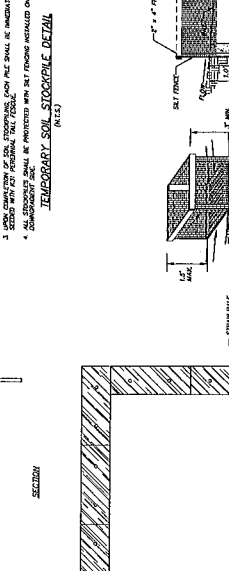
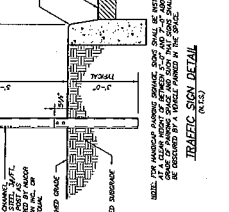
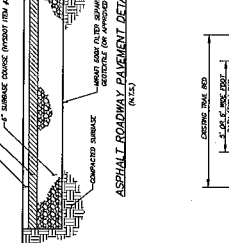
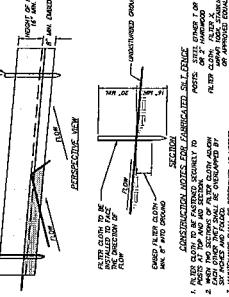
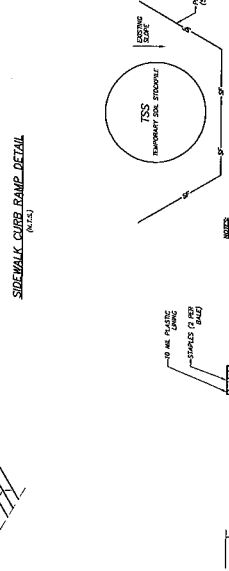
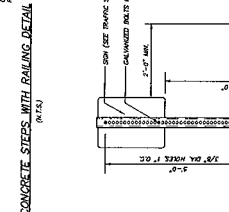
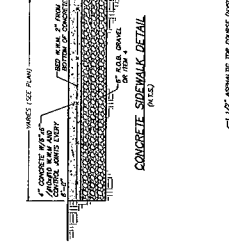
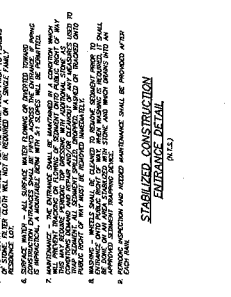
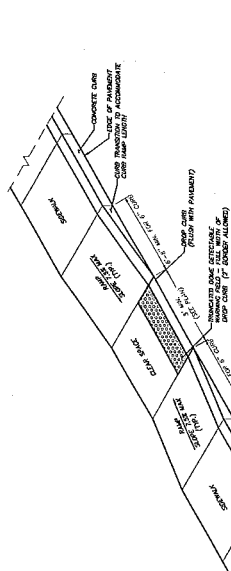
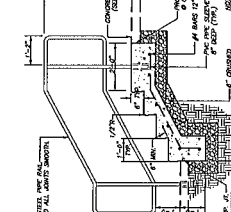
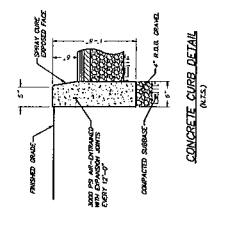
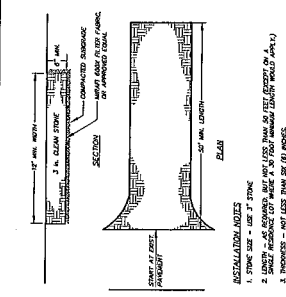
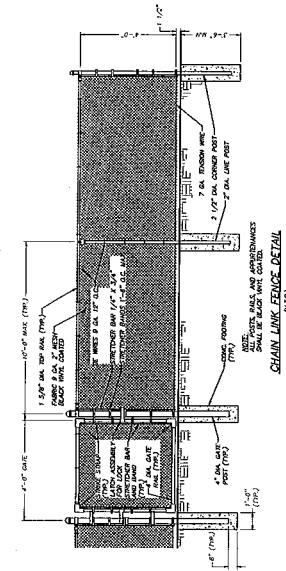
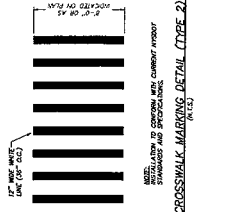
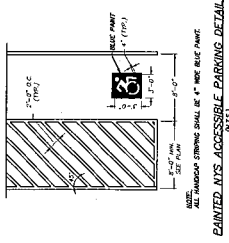
* Erosion control measures shall be installed and maintained throughout the project. E&S measures shall be inspected and approved by the County Engineer. E&S measures shall be maintained for a minimum of 6 months after project completion. E&S measures shall be maintained for a minimum of 12 months after project completion. E&S measures shall be maintained for a minimum of 24 months after project completion.

1. Areas to be restored shall be regraded to original elevation and seeded with native vegetation. Erosion control measures shall be installed and maintained throughout the project.
2. Areas to be restored shall be regraded to original elevation and seeded with native vegetation. Erosion control measures shall be installed and maintained throughout the project. Additional erosion control measures shall be installed and maintained.
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GENERAL NOTES:

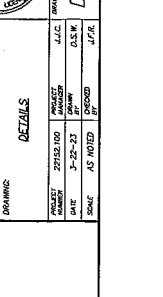
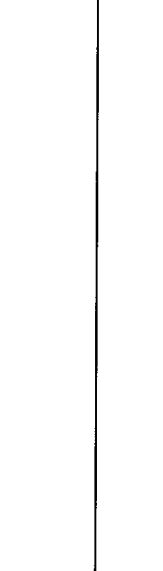
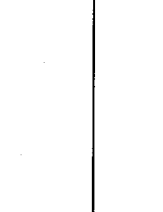
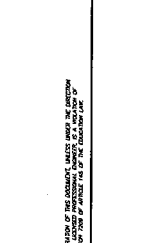
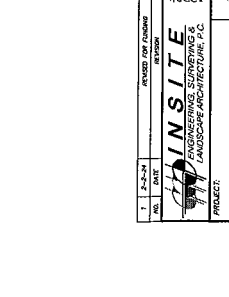
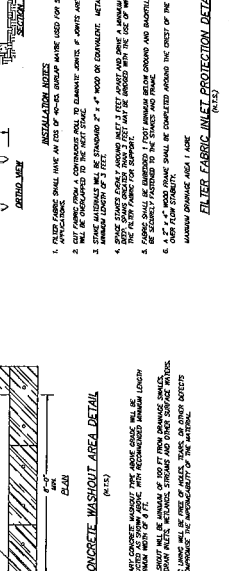
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SIGN DATA TABLE (N12.18)

POST NUMBER	POST SIZE (H x W)	POST COLOR	DESCRIPTION
1	12' x 12'	Green	Green Sign
2	12' x 12'	Red	Red Sign



IN-SITE
 ENGINEERING, SURVEYING &
 LANDSCAPE ARCHITECTURE, P.C.

PROJECT: HUESTIS PARK EXPANSION
 DRAWING: DETAILS

DATE: 3-22-23
 SHEET: D-1

SCALE: AS NOTED

APPROVED FOR FINISHING: [Signature]
 DATE: [Date]

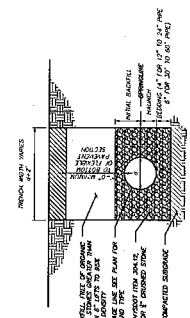
DATE: 3-22-23
 SHEET: D-1

REQUIRED EROSION CONTROL MEASURES

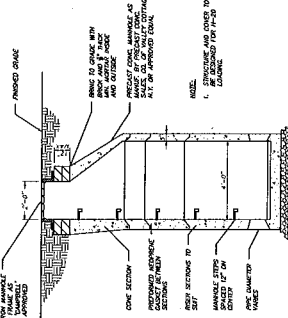
1. The contractor shall install and maintain erosion control measures on all exposed soil surfaces during construction.
2. Erosion control measures shall be installed and maintained on all exposed soil surfaces during construction.
3. Erosion control measures shall be installed and maintained on all exposed soil surfaces during construction.
4. Erosion control measures shall be installed and maintained on all exposed soil surfaces during construction.
5. Erosion control measures shall be installed and maintained on all exposed soil surfaces during construction.
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9. Erosion control measures shall be installed and maintained on all exposed soil surfaces during construction.
10. Erosion control measures shall be installed and maintained on all exposed soil surfaces during construction.

REQUIRED POST-CONSTRUCTION STORMWATER MANAGEMENT PRACTICE COMPONENTS

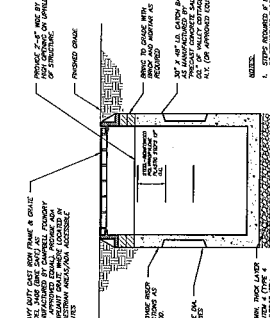
1. The contractor shall install and maintain stormwater management practices on all stormwater runoff paths during construction.
2. Stormwater management practices shall be installed and maintained on all stormwater runoff paths during construction.
3. Stormwater management practices shall be installed and maintained on all stormwater runoff paths during construction.
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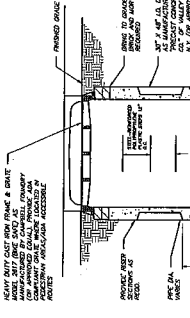
DRAINAGE LINE TRENCH DETAIL
(N.E.S.)



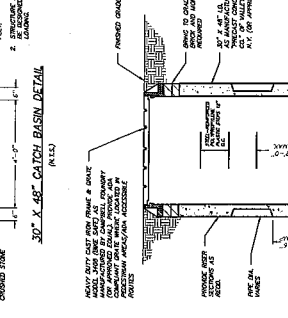
DRAINAGE MANHOLE DETAIL
(N.E.S.)



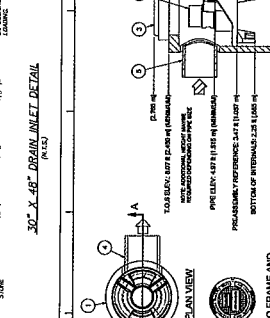
SIDE DRAIN INLET DETAIL
(N.E.S.)



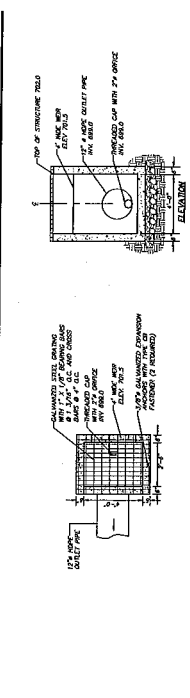
30' X 48' CATCH BASIN DETAIL
(N.E.S.)



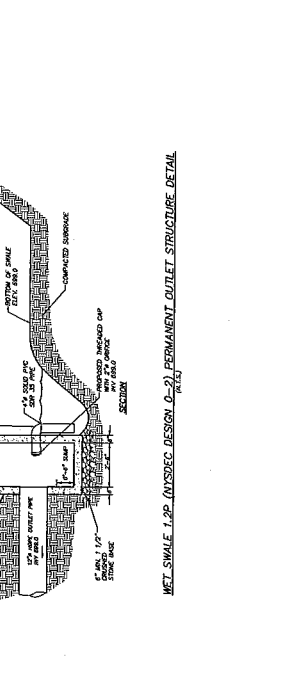
30' X 48' DRAIN INLET DETAIL
(N.E.S.)



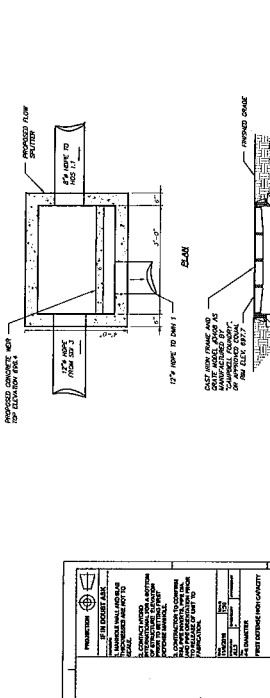
FIRST DEFENSE HYDRODYNAMIC SEPARATOR ERO-4 (EROS 1.1)
(N.E.S.)



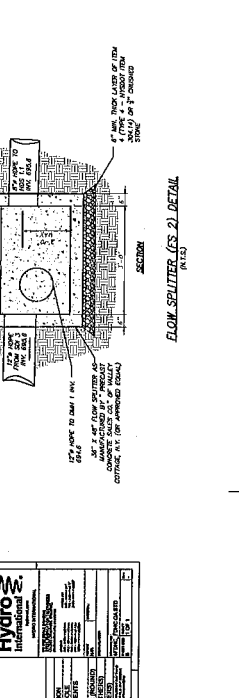
PERMANENT OUTLET STRUCTURE DETAIL
(N.E.S.)



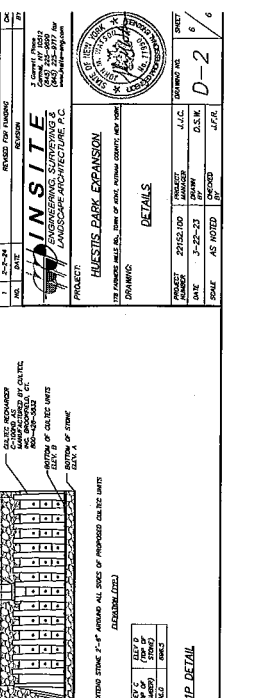
WET SWALE 1.1P (ANSI/ASPC DESIGN D-2)
(N.E.S.)



FLOW SPLITTER (CS 2) DETAIL
(N.E.S.)



STORMWATER UNDERGROUND INFILTRATION SYSTEM 1.1P DETAIL
(N.E.S.)



DOGHOUSE DRAINAGE MANHOLE DETAIL
(N.E.S.)

PROJECT INFORMATION

PROJECT: HILLETTS PARK EXPANSION
 LOCATION: HILLETTS PARK, CITY OF HILLETTS, CALIFORNIA
 DRAWING NO.: 2015-100
 DATE: 3-22-23
 SCALE: AS NOTED

DESIGNER

HYDRO-TECH INC.
 1000 S. GARDEN AVENUE, SUITE 100
 ANAHEIM, CA 92805
 TEL: 714.944.1111
 FAX: 714.944.1112
 WWW: HYDRO-TECH.COM

CLIENT

CITY OF HILLETTS
 1000 S. GARDEN AVENUE, SUITE 100
 ANAHEIM, CA 92805
 TEL: 714.944.1111
 FAX: 714.944.1112
 WWW: HILLETTS.CA.GOV

DATE PLOTTED: 3/22/23
SCALE: AS NOTED
SHEET NO.: 6
TOTAL SHEETS: 6

**Full Environmental Assessment Form
Part 1 - Project and Setting**

Instructions for Completing Part 1

Part 1 is to be completed by the applicant or project sponsor. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification.

Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

Applicants/sponsors must complete all items in Sections A & B. In Sections C, D & E, most items contain an initial question that must be answered either "Yes" or "No". If the answer to the initial question is "Yes", complete the sub-questions that follow. If the answer to the initial question is "No", proceed to the next question. Section F allows the project sponsor to identify and attach any additional information. Section G requires the name and signature of the applicant or project sponsor to verify that the information contained in Part I is accurate and complete.

A. Project and Applicant/Sponsor Information.

Name of Action or Project: Huestis Park Expansion		
Project Location (describe, and attach a general location map): 178 Farmers Mills Road, Kent Lakes, NY 10512		
Brief Description of Proposed Action (include purpose or need): Construction of bathroom facility, pavilion, ADA accessible playground, new parking lot, reconfiguration of existing parking lot, and resurfacing of existing basketball court. Project also includes the construction of stormwater management practices, septic area, well, electric and associated utilities.		
Name of Applicant/Sponsor: Town of Kent		Telephone: 845-306-5618 E-Mail: jmcglasson@townofkentny.gov
Address: 25 Sybils Crossing		
City/PO: Kent Lakes	State: NY	Zip Code: 10512
Project Contact (if not same as sponsor; give name and title/role): John M Watson, P.E.		Telephone: 845-225-9690 E-Mail: jwatson@insite-eng.com
Address: 3 Garrett Place		
City/PO: Carmel	State: NY	Zip Code: 10512
Property Owner (if not same as sponsor):		Telephone: E-Mail:
Address:		
City/PO:	State:	Zip Code:

B. Government Approvals

B. Government Approvals, Funding, or Sponsorship. (“Funding” includes grants, loans, tax relief, and any other forms of financial assistance.)		
Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Counsel, Town Board, <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No or Village Board of Trustees	Town Board (Project Approval & Funding)	March 2023
b. City, Town or Village Planning Board or Commission <input type="checkbox"/> Yes <input type="checkbox"/> No		
c. City, Town or Village Zoning Board of Appeals <input type="checkbox"/> Yes <input type="checkbox"/> No		
d. Other local agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
e. County agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Putnam County Dept of Health (Septic, Water)	Approved 07/09 & 09/11 (Revision Required)
f. Regional agencies <input type="checkbox"/> Yes <input type="checkbox"/> No	NYCDEP (Septic)	Approved 07/09 & 09/11 (Revision Required)
g. State agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	State funding, NYSDEC (GP-0-20-001)	May 2023
h. Federal agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
i. Coastal Resources.		
i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
iii. Is the project site within a Coastal Erosion Hazard Area?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

C. Planning and Zoning

C.1. Planning and zoning actions.	
Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<ul style="list-style-type: none"> • If Yes, complete sections C, F and G. • If No, proceed to question C.2 and complete all remaining sections and questions in Part 1 	
C.2. Adopted land use plans.	
a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway; Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If Yes, identify the plan(s): NYC Watershed Boundary	

c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes, identify the plan(s):	

C.3. Zoning

a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. Yes No
 If Yes, what is the zoning classification(s) including any applicable overlay district?
 R-80

b. Is the use permitted or allowed by a special or conditional use permit? Yes No

c. Is a zoning change requested as part of the proposed action? Yes No
 If Yes,
 i. What is the proposed new zoning for the site? _____

C.4. Existing community services.

a. In what school district is the project site located? Carmel

b. What police or other public protection forces serve the project site?
Town of Kent

c. Which fire protection and emergency medical services serve the project site?
Kent Cliffs Fire Department

d. What parks serve the project site?
Huestis Park

D. Project Details

D.1. Proposed and Potential Development

a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)? Recreational

b. a. Total acreage of the site of the proposed action? _____ 3.4 acres
 b. Total acreage to be physically disturbed? _____ 1.9 acres
 c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ 97.2 acres

c. Is the proposed action an expansion of an existing project or use? Yes No
 i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % 20 Units: _____

d. Is the proposed action a subdivision, or does it include a subdivision? Yes No
 If Yes,
 i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types) _____
 ii. Is a cluster/conservation layout proposed? Yes No
 iii. Number of lots proposed? _____
 iv. Minimum and maximum proposed lot sizes? Minimum _____ Maximum _____

e. Will the proposed action be constructed in multiple phases? Yes No
 i. If No, anticipated period of construction: _____ months
 ii. If Yes:
 • Total number of phases anticipated _____
 • Anticipated commencement date of phase 1 (including demolition) _____ month _____ year
 • Anticipated completion date of final phase _____ month _____ year
 • Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: _____

f. Does the project include new residential uses? Yes No
 If Yes, show numbers of units proposed.

	One Family	Two Family	Three Family	Multiple Family (four or more)
Initial Phase	_____	_____	_____	_____
At completion	_____	_____	_____	_____
of all phases	_____	_____	_____	_____

g. Does the proposed action include new non-residential construction (including expansions)? Yes No
 If Yes,

i. Total number of structures _____ 1

ii. Dimensions (in feet) of largest proposed structure: <1 Story height; _____ 30' width; and _____ 60' length

iii. Approximate extent of building space to be heated or cooled: _____ 400 +/- square feet

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? Yes No
 If Yes,

i. Purpose of the impoundment: _____

ii. If a water impoundment, the principal source of the water: Ground water Surface water streams Other specify: _____

iii. If other than water, identify the type of impounded/contained liquids and their source. _____

iv. Approximate size of the proposed impoundment. Volume: _____ million gallons; surface area: _____ acres

v. Dimensions of the proposed dam or impounding structure: _____ height; _____ length

vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete): _____

D.2. Project Operations

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? Yes No
 (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite)
 If Yes:

i. What is the purpose of the excavation or dredging? _____

ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?

- Volume (specify tons or cubic yards): _____
- Over what duration of time? _____

iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them. _____

iv. Will there be onsite dewatering or processing of excavated materials? Yes No
 If yes, describe. _____

v. What is the total area to be dredged or excavated? _____ acres

vi. What is the maximum area to be worked at any one time? _____ acres

vii. What would be the maximum depth of excavation or dredging? _____ feet

viii. Will the excavation require blasting? Yes No

ix. Summarize site reclamation goals and plan: _____

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? Yes No
 If Yes:

i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): _____

ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres:

iii. Will the proposed action cause or result in disturbance to bottom sediments? Yes No

If Yes, describe: _____

iv. Will the proposed action cause or result in the destruction or removal of aquatic vegetation? Yes No

If Yes:

- acres of aquatic vegetation proposed to be removed: _____
- expected acreage of aquatic vegetation remaining after project completion: _____
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access): _____
- _____
- proposed method of plant removal: _____
- if chemical/herbicide treatment will be used, specify product(s): _____

v. Describe any proposed reclamation/mitigation following disturbance: _____

c. Will the proposed action use, or create a new demand for water? Yes No

If Yes:

i. Total anticipated water usage/demand per day: _____ 800 gallons/day

ii. Will the proposed action obtain water from an existing public water supply? Yes No

If Yes:

- Name of district or service area: _____
- Does the existing public water supply have capacity to serve the proposal? Yes No
- Is the project site in the existing district? Yes No
- Is expansion of the district needed? Yes No
- Do existing lines serve the project site? Yes No

iii. Will line extension within an existing district be necessary to supply the project? Yes No

If Yes:

- Describe extensions or capacity expansions proposed to serve this project: _____
- _____
- Source(s) of supply for the district: _____

iv. Is a new water supply district or service area proposed to be formed to serve the project site? Yes No

If, Yes:

- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- Proposed source(s) of supply for new district: _____

v. If a public water supply will not be used, describe plans to provide water supply for the project: _____
Well _____

vi. If water supply will be from wells (public or private), what is the maximum pumping capacity: _____ 5 gallons/minute.

d. Will the proposed action generate liquid wastes? Yes No

If Yes:

i. Total anticipated liquid waste generation per day: _____ 800 gallons/day

ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each): _____

iii. Will the proposed action use any existing public wastewater treatment facilities? Yes No

If Yes:

- Name of wastewater treatment plant to be used: _____
- Name of district: _____
- Does the existing wastewater treatment plant have capacity to serve the project? Yes No
- Is the project site in the existing district? Yes No
- Is expansion of the district needed? Yes No

- Do existing sewer lines serve the project site? Yes No
- Will a line extension within an existing district be necessary to serve the project? Yes No

 If Yes:

- Describe extensions or capacity expansions proposed to serve this project: _____

iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? Yes No
 If Yes:

- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- What is the receiving water for the wastewater discharge? _____

v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge or describe subsurface disposal plans):
 See SSTS approval _____

vi. Describe any plans or designs to capture, recycle or reuse liquid waste: _____

e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction? Yes No
 If Yes:

- i. How much impervious surface will the project create in relation to total size of project parcel?
 _____ Square feet or 0.62 acres (impervious surface)
 _____ Square feet or 97.2 acres (parcel size)
- ii. Describe types of new point sources. Swale into existing drainage _____
- iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)?
 Stormwater management basin, swale, on-site wetland, adjacent parcels. _____

- If to surface waters, identify receiving water bodies or wetlands: _____
- Will stormwater runoff flow to adjacent properties? Yes No

iv. Does the proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater? Yes No

f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations? Yes No
 If Yes, identify:

- i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles) _____
- ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers) _____
- iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation) _____

g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit? Yes No
 If Yes:

- i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year) Yes No
- ii. In addition to emissions as calculated in the application, the project will generate:
 - _____ Tons/year (short tons) of Carbon Dioxide (CO₂)
 - _____ Tons/year (short tons) of Nitrous Oxide (N₂O)
 - _____ Tons/year (short tons) of Perfluorocarbons (PFCs)
 - _____ Tons/year (short tons) of Sulfur Hexafluoride (SF₆)
 - _____ Tons/year (short tons) of Carbon Dioxide equivalent of Hydrofluorocarbons (HFCs)
 - _____ Tons/year (short tons) of Hazardous Air Pollutants (HAPs)

h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)? Yes No

If Yes:

i. Estimate methane generation in tons/year (metric): _____

ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): _____

i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? Yes No

If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust): _____

j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? Yes No

If Yes:

i. When is the peak traffic expected (Check all that apply): Morning Evening Weekend
 Randomly between hours of _____ to _____.

ii. For commercial activities only, projected number of truck trips/day and type (e.g., semi trailers and dump trucks): _____

iii. Parking spaces: Existing _____ Proposed _____ Net increase/decrease _____

iv. Does the proposed action include any shared use parking? Yes No

v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe: _____

vi. Are public/private transportation service(s) or facilities available within 1/2 mile of the proposed site? Yes No

vii. Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? Yes No

viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? Yes No

k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? Yes No

If Yes:

i. Estimate annual electricity demand during operation of the proposed action: _____
Small load for proposed pavilion _____

ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other): _____
Electric via grid/local utility _____

iii. Will the proposed action require a new, or an upgrade, to an existing substation? Yes No

l. Hours of operation. Answer all items which apply.

<p>i. During Construction:</p> <ul style="list-style-type: none"> • Monday - Friday: _____ 7 AM to 5 PM • Saturday: _____ • Sunday: _____ • Holidays: _____ 	<p>ii. During Operations:</p> <ul style="list-style-type: none"> • Monday - Friday: _____ Dawn to dusk • Saturday: _____ Dawn to dusk • Sunday: _____ Dawn to dusk • Holidays: _____ Dawn to dusk
---	---

m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? Yes No

If yes:

i. Provide details including sources, time of day and duration:
 Typical construction noise during work hours _____

ii. Will the proposed action remove existing natural barriers that could act as a noise barrier or screen? Yes No
 Describe: _____

n. Will the proposed action have outdoor lighting? Yes No

If yes:

i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:
 Motion activated security lighting only. _____

ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? Yes No
 Describe: _____

o. Does the proposed action have the potential to produce odors for more than one hour per day? Yes No
 If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures: _____

p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage? Yes No

If Yes:

i. Product(s) to be stored _____

ii. Volume(s) _____ per unit time _____ (e.g., month, year)

iii. Generally, describe the proposed storage facilities: _____

q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? Yes No

If Yes:

i. Describe proposed treatment(s):
 Typical park lawn fertilizers as needed. _____

ii. Will the proposed action use Integrated Pest Management Practices? Yes No

r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? Yes No

If Yes:

i. Describe any solid waste(s) to be generated during construction or operation of the facility:

- Construction: _____ +/- 1 tons per _____ month (unit of time)
- Operation : _____ +/- 5 tons per _____ year (unit of time)

ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:

- Construction: Recycle or reuse _____
- Operation: Recycle _____

iii. Proposed disposal methods/facilities for solid waste generated on-site:

- Construction: Dumpsters _____
- Operation: Garbage Cans _____

s. Does the proposed action include construction or modification of a solid waste management facility? Yes No

If Yes:

i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): _____

ii. Anticipated rate of disposal/processing:

- _____ Tons/month, if transfer or other non-combustion/thermal treatment, or
- _____ Tons/hour, if combustion or thermal treatment

iii. If landfill, anticipated site life: _____ years

t. Will the proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste? Yes No

If Yes:

i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: _____

ii. Generally describe processes or activities involving hazardous wastes or constituents: _____

iii. Specify amount to be handled or generated _____ tons/month

iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: _____

v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility? Yes No

If Yes: provide name and location of facility: _____

If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility: _____

E. Site and Setting of Proposed Action

E.1. Land uses on and surrounding the project site

a. Existing land uses.

i. Check all uses that occur on, adjoining and near the project site.

Urban Industrial Commercial Residential (suburban) Rural (non-farm)

Forest Agriculture Aquatic Other (specify): Recreational

ii. If mix of uses, generally describe: _____

b. Land uses and covertypes on the project site.

Land use or Covertypes	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces	0.3 AC	1.2 AC	+0.9 AC
• Forested	1.9 AC	0.7 AC	-1.2 AC
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)			
• Agricultural (includes active orchards, field, greenhouse etc.)			
• Surface water features (lakes, ponds, streams, rivers, etc.)			
• Wetlands (freshwater or tidal)			
• Non-vegetated (bare rock, earth or fill)			
• Other Describe: <u>Lawn</u>	1.1 AC	1.4 AC	+0.3 AC
<u>Gravel</u>	0.1 AC	0.1 AC	+0 AC

c. Is the project site presently used by members of the community for public recreation? Yes No
i. If Yes: explain: Existing town park

d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? Yes No
If Yes,
i. Identify Facilities:

e. Does the project site contain an existing dam? Yes No
If Yes:
i. Dimensions of the dam and impoundment:
• Dam height: _____ feet
• Dam length: _____ feet
• Surface area: _____ acres
• Volume impounded: _____ gallons OR acre-feet
ii. Dam's existing hazard classification: _____
iii. Provide date and summarize results of last inspection:

f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? Yes No
If Yes:
i. Has the facility been formally closed? Yes No
• If yes, cite sources/documentation: _____
ii. Describe the location of the project site relative to the boundaries of the solid waste management facility:

iii. Describe any development constraints due to the prior solid waste activities: _____

g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? Yes No
If Yes:
i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred:

h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? Yes No
If Yes:
i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: Yes No
 Yes – Spills Incidents database Provide DEC ID number(s): _____
 Yes – Environmental Site Remediation database Provide DEC ID number(s): _____
 Neither database
ii. If site has been subject of RCRA corrective activities, describe control measures: _____

iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? Yes No
If yes, provide DEC ID number(s): _____
iv. If yes to (i), (ii) or (iii) above, describe current status of site(s):

v. Is the project site subject to an institutional control limiting property uses? Yes No

- If yes, DEC site ID number: _____
- Describe the type of institutional control (e.g., deed restriction or easement): _____
- Describe any use limitations: _____
- Describe any engineering controls: _____
- Will the project affect the institutional or engineering controls in place? Yes No
- Explain: _____

E.2. Natural Resources On or Near Project Site

a. What is the average depth to bedrock on the project site? _____ 5.7 feet

b. Are there bedrock outcroppings on the project site? Yes No
 If Yes, what proportion of the site is comprised of bedrock outcroppings? _____ <1 %

c. Predominant soil type(s) present on project site:

CIB, CIC, CID	_____	50 %
CsD	_____	25 %
LeB	_____	25 %

d. What is the average depth to the water table on the project site? Average: _____ 8 feet

e. Drainage status of project site soils:

<input type="checkbox"/> Well Drained:	_____	0 % of site
<input type="checkbox"/> Moderately Well Drained:	_____	75 % of site
<input type="checkbox"/> Poorly Drained	_____	25 % of site

f. Approximate proportion of proposed action site with slopes:

<input type="checkbox"/> 0-10%:	_____	69 % of site
<input type="checkbox"/> 10-15%:	_____	8 % of site
<input type="checkbox"/> 15% or greater:	_____	23 % of site

g. Are there any unique geologic features on the project site? Yes No
 If Yes, describe: _____

h. Surface water features.

i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? Yes No

ii. Do any wetlands or other waterbodies adjoin the project site? Yes No
 If Yes to either *i* or *ii*, continue. If No, skip to E.2.i.

iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? Yes No

iv. For each identified regulated wetland and waterbody on the project site, provide the following information:

- Streams: Name 864-277 Classification C
- Lakes or Ponds: Name _____ Classification _____
- Wetlands: Name Federal Waters, NYS Wetland, Federal Waters, Fe... Approximate Size NYS Wetland (in a...
- Wetland No. (if regulated by DEC) OL-7, OL-8

v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? Yes No
 If yes, name of impaired water body/bodies and basis for listing as impaired: _____

i. Is the project site in a designated Floodway? Yes No

j. Is the project site in the 100-year Floodplain? Yes No

k. Is the project site in the 500-year Floodplain? Yes No

l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? Yes No
 If Yes:
 i. Name of aquifer: Principal Aquifer

m. Identify the predominant wildlife species that occupy or use the project site: _____
 Northeast mammals, avians, and _____
 insects typical to a forested area _____
 segmented by development _____

n. Does the project site contain a designated significant natural community? Yes No
 If Yes:
 i. Describe the habitat/community (composition, function, and basis for designation): _____
 ii. Source(s) of description or evaluation: _____
 iii. Extent of community/habitat:
 • Currently: _____ acres
 • Following completion of project as proposed: _____ acres
 • Gain or loss (indicate + or -): _____ acres

o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? Yes No
 If Yes:
 i. Species and listing (endangered or threatened): _____

p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? Yes No
 If Yes:
 i. Species and listing: _____

q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? Yes No
 If yes, give a brief description of how the proposed action may affect that use: _____

E.3. Designated Public Resources On or Near Project Site

a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? Yes No
 If Yes, provide county plus district name/number: _____

b. Are agricultural lands consisting of highly productive soils present? Yes No
 i. If Yes: acreage(s) on project site? _____
 ii. Source(s) of soil rating(s): _____

c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? Yes No
 If Yes:
 i. Nature of the natural landmark: Biological Community Geological Feature
 ii. Provide brief description of landmark, including values behind designation and approximate size/extent: _____

d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? Yes No
 If Yes:
 i. CEA name: _____
 ii. Basis for designation: _____
 iii. Designating agency and date: _____

e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? Yes No

If Yes:

i. Nature of historic/archaeological resource: Archaeological Site Historic Building or District

ii. Name: _____

iii. Brief description of attributes on which listing is based: _____

f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory? Yes No

g. Have additional archaeological or historic site(s) or resources been identified on the project site? Yes No

If Yes:

i. Describe possible resource(s): _____

ii. Basis for identification: _____

h. Is the project site within five miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource? Yes No

If Yes:

i. Identify resource: Local park, Fahnestock State Park

ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): Parks

iii. Distance between project and resource: _____ 4.5 miles.

i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666? Yes No

If Yes:

i. Identify the name of the river and its designation: _____

ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666? Yes No

F. Additional Information

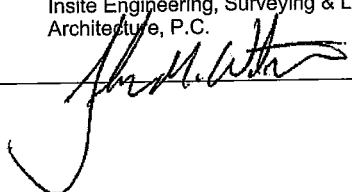
Attach any additional information which may be needed to clarify your project.

If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

G. Verification

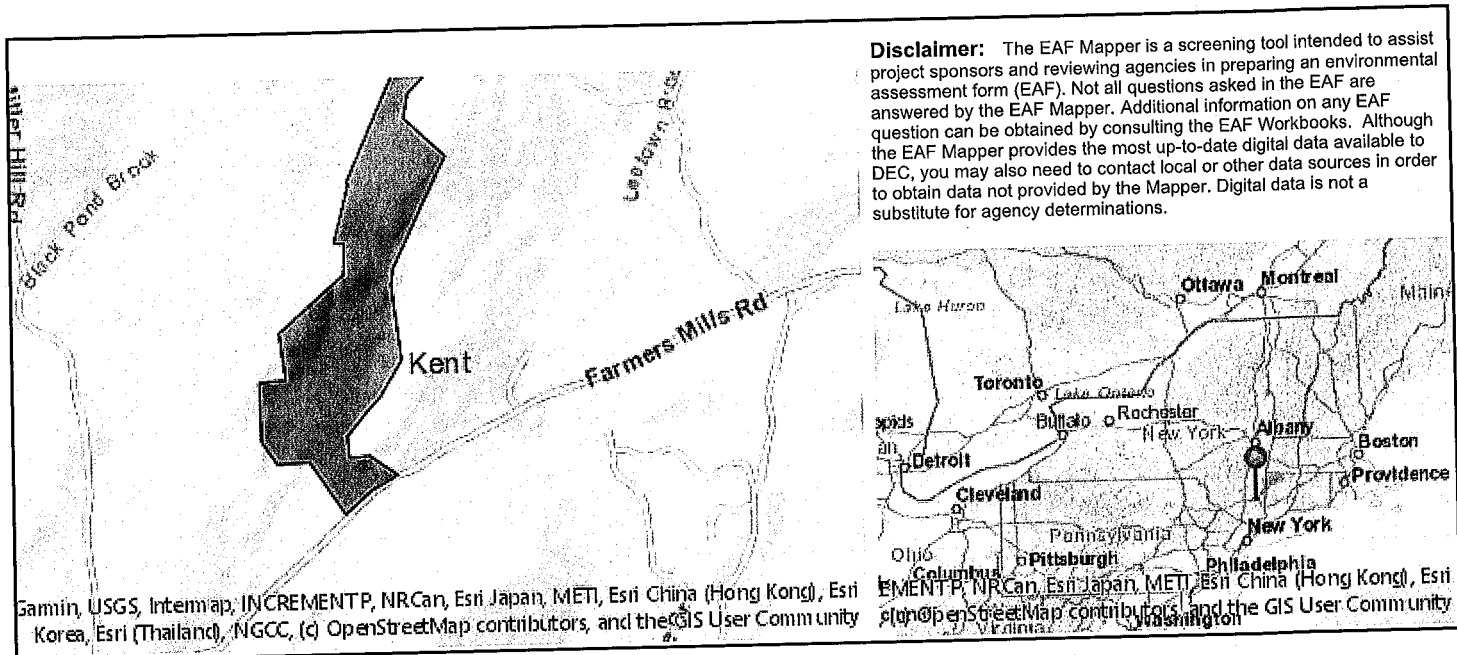
I certify that the information provided is true to the best of my knowledge.

Applicant/Sponsor Name John M. Watson, P.E. Date 2/1/2024
Insite Engineering, Surveying & Landscape
Architecture, P.C.

Signature  Title Senior Principal Engineer

EAF Mapper Summary Report

Tuesday, March 7, 2023 5:21 PM



Garmin, USGS, Intermap, INCREMENTP, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

B.i.i [Coastal or Waterfront Area]	No
B.i.ii [Local Waterfront Revitalization Area]	No
C.2.b. [Special Planning District]	Yes - Digital mapping data are not available for all Special Planning Districts. Refer to EAF Workbook.
C.2.b. [Special Planning District - Name]	NYC Watershed Boundary
E.1.h [DEC Spills or Remediation Site - Potential Contamination History]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Listed]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.iii [Within 2,000' of DEC Remediation Site]	No
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	Yes
E.2.h.ii [Surface Water Features]	Yes
E.2.h.iii [Surface Water Features]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
E.2.h.iv [Surface Water Features - Stream Name]	864-277
E.2.h.iv [Surface Water Features - Stream Classification]	C
E.2.h.iv [Surface Water Features - Wetlands Name]	Federal Waters, NYS Wetland
E.2.h.iv [Surface Water Features - Wetlands Size]	NYS Wetland (in acres):291.9, NYS Wetland (in acres):47.4
E.2.h.iv [Surface Water Features - DEC Wetlands Number]	OL-7, OL-8

E.2.h.v [Impaired Water Bodies]	No
E.2.i. [Floodway]	No
E.2.j. [100 Year Floodplain]	No
E.2.k. [500 Year Floodplain]	No
E.2.l. [Aquifers]	Yes
E.2.l. [Aquifer Names]	Principal Aquifer
E.2.n. [Natural Communities]	No
E.2.o. [Endangered or Threatened Species]	No
E.2.p. [Rare Plants or Animals]	No
E.3.a. [Agricultural District]	No
E.3.c. [National Natural Landmark]	No
E.3.d [Critical Environmental Area]	No
E.3.e. [National or State Register of Historic Places or State Eligible Sites]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.3.f. [Archeological Sites]	No
E.3.i. [Designated River Corridor]	No

Full Environmental Assessment Form
Part 2 - Identification of Potential Project Impacts

Agency Use Only [If applicable]

Project :

Date :

Part 2 is to be completed by the lead agency. Part 2 is designed to help the lead agency inventory all potential resources that could be affected by a proposed project or action. We recognize that the lead agency's reviewer(s) will not necessarily be environmental professionals. So, the questions are designed to walk a reviewer through the assessment process by providing a series of questions that can be answered using the information found in Part 1. To further assist the lead agency in completing Part 2, the form identifies the most relevant questions in Part 1 that will provide the information needed to answer the Part 2 question. When Part 2 is completed, the lead agency will have identified the relevant environmental areas that may be impacted by the proposed activity.

If the lead agency is a state agency **and** the action is in any Coastal Area, complete the Coastal Assessment Form before proceeding with this assessment.

Tips for completing Part 2:

- Review all of the information provided in Part 1.
- Review any application, maps, supporting materials and the Full EAF Workbook.
- Answer each of the 18 questions in Part 2.
- If you answer "Yes" to a numbered question, please complete all the questions that follow in that section.
- If you answer "No" to a numbered question, move on to the next numbered question.
- Check appropriate column to indicate the anticipated size of the impact.
- Proposed projects that would exceed a numeric threshold contained in a question should result in the reviewing agency checking the box "Moderate to large impact may occur."
- The reviewer is not expected to be an expert in environmental analysis.
- If you are not sure or undecided about the size of an impact, it may help to review the sub-questions for the general question and consult the workbook.
- When answering a question consider all components of the proposed activity, that is, the "whole action".
- Consider the possibility for long-term and cumulative impacts as well as direct impacts.
- Answer the question in a reasonable manner considering the scale and context of the project.

1. Impact on Land Proposed action may involve construction on, or physical alteration of, the land surface of the proposed site. (See Part 1. D.1) <i>If "Yes", answer questions a - j. If "No", move on to Section 2.</i>		<input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may involve construction on land where depth to water table is less than 3 feet.	E2d	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may involve construction on slopes of 15% or greater.	E2f	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may involve construction on land where bedrock is exposed, or generally within 5 feet of existing ground surface.	E2a	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d. The proposed action may involve the excavation and removal of more than 1,000 tons of natural material.	D2a	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may involve construction that continues for more than one year or in multiple phases.	D1e	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may result in increased erosion, whether from physical disturbance or vegetation removal (including from treatment by herbicides).	D2e, D2q	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g. The proposed action is, or may be, located within a Coastal Erosion hazard area.	B1i	<input checked="" type="checkbox"/>	<input type="checkbox"/>
h. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

2. Impact on Geological Features
The proposed action may result in the modification or destruction of, or inhibit access to, any unique or unusual land forms on the site (e.g., cliffs, dunes, minerals, fossils, caves). (See Part 1. E.2.g) NO YES
If "Yes", answer questions a - c. If "No", move on to Section 3.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Identify the specific land form(s) attached: _____ _____	E2g	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may affect or is adjacent to a geological feature listed as a registered National Natural Landmark. Specific feature: _____	E3c	<input type="checkbox"/>	<input type="checkbox"/>
c. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

3. Impacts on Surface Water
The proposed action may affect one or more wetlands or other surface water bodies (e.g., streams, rivers, ponds or lakes). (See Part 1. D.2, E.2.h) NO YES
If "Yes", answer questions a - l. If "No", move on to Section 4.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may create a new water body.	D2b, D1h	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in an increase or decrease of over 10% or more than a 10 acre increase or decrease in the surface area of any body of water.	D2b	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may involve dredging more than 100 cubic yards of material from a wetland or water body.	D2a	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may involve construction within or adjoining a freshwater or tidal wetland, or in the bed or banks of any other water body.	E2h	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may create turbidity in a waterbody, either from upland erosion, runoff or by disturbing bottom sediments.	D2a, D2h	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f. The proposed action may include construction of one or more intake(s) for withdrawal of water from surface water.	D2c	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may include construction of one or more outfall(s) for discharge of wastewater to surface water(s).	D2d	<input checked="" type="checkbox"/>	<input type="checkbox"/>
h. The proposed action may cause soil erosion, or otherwise create a source of stormwater discharge that may lead to siltation or other degradation of receiving water bodies.	D2e	<input type="checkbox"/>	<input checked="" type="checkbox"/>
i. The proposed action may affect the water quality of any water bodies within or downstream of the site of the proposed action.	E2h	<input type="checkbox"/>	<input checked="" type="checkbox"/>
j. The proposed action may involve the application of pesticides or herbicides in or around any water body.	D2q, E2h	<input checked="" type="checkbox"/>	<input type="checkbox"/>
k. The proposed action may require the construction of new, or expansion of existing, wastewater treatment facilities.	D1a, D2d	<input checked="" type="checkbox"/>	<input type="checkbox"/>

1. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>
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4. Impact on groundwater
 The proposed action may result in new or additional use of ground water, or may have the potential to introduce contaminants to ground water or an aquifer.
 (See Part 1. D.2.a, D.2.c, D.2.d, D.2.p, D.2.q, D.2.t)
 If "Yes", answer questions a - h. If "No", move on to Section 5.

NO YES

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may require new water supply wells, or create additional demand on supplies from existing water supply wells.	D2c	<input type="checkbox"/>	<input type="checkbox"/>
b. Water supply demand from the proposed action may exceed safe and sustainable withdrawal capacity rate of the local supply or aquifer. Cite Source: _____	D2c	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may allow or result in residential uses in areas without water and sewer services.	D1a, D2c	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may include or require wastewater discharged to groundwater.	D2d, E2l	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may result in the construction of water supply wells in locations where groundwater is, or is suspected to be, contaminated.	D2c, E1f, E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may require the bulk storage of petroleum or chemical products over ground water or an aquifer.	D2p, E2l	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may involve the commercial application of pesticides within 100 feet of potable drinking water or irrigation sources.	E2h, D2q, E2l, D2c	<input type="checkbox"/>	<input type="checkbox"/>
h. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

5. Impact on Flooding
 The proposed action may result in development on lands subject to flooding.
 (See Part 1. E.2)
 If "Yes", answer questions a - g. If "No", move on to Section 6.

NO YES

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in development in a designated floodway.	E2i	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in development within a 100 year floodplain.	E2j	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may result in development within a 500 year floodplain.	E2k	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may result in, or require, modification of existing drainage patterns.	D2b, D2e	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may change flood water flows that contribute to flooding.	D2b, E2i, E2j, E2k	<input type="checkbox"/>	<input type="checkbox"/>
f. If there is a dam located on the site of the proposed action, is the dam in need of repair, or upgrade?	E1e	<input type="checkbox"/>	<input type="checkbox"/>

g. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>
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6. Impacts on Air
 The proposed action may include a state regulated air emission source. NO YES
 (See Part 1. D.2.f., D.2.h, D.2.g)
If "Yes", answer questions a - f. If "No", move on to Section 7.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. If the proposed action requires federal or state air emission permits, the action may also emit one or more greenhouse gases at or above the following levels: i. More than 1000 tons/year of carbon dioxide (CO ₂) ii. More than 3.5 tons/year of nitrous oxide (N ₂ O) iii. More than 1000 tons/year of carbon equivalent of perfluorocarbons (PFCs) iv. More than .045 tons/year of sulfur hexafluoride (SF ₆) v. More than 1000 tons/year of carbon dioxide equivalent of hydrochloroflourocarbons (HFCs) emissions vi. 43 tons/year or more of methane	D2g D2g D2g D2g D2g D2h	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
b. The proposed action may generate 10 tons/year or more of any one designated hazardous air pollutant, or 25 tons/year or more of any combination of such hazardous air pollutants.	D2g	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may require a state air registration, or may produce an emissions rate of total contaminants that may exceed 5 lbs. per hour, or may include a heat source capable of producing more than 10 million BTU's per hour.	D2f, D2g	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may reach 50% of any of the thresholds in "a" through "c", above.	D2g	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may result in the combustion or thermal treatment of more than 1 ton of refuse per hour.	D2s	<input type="checkbox"/>	<input type="checkbox"/>
f. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

7. Impact on Plants and Animals
 The proposed action may result in a loss of flora or fauna. (See Part 1. E.2. m.-q.) NO YES
If "Yes", answer questions a - j. If "No", move on to Section 8.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may cause reduction in population or loss of individuals of any threatened or endangered species, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2o	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in a reduction or degradation of any habitat used by any rare, threatened or endangered species, as listed by New York State or the federal government.	E2o	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may cause reduction in population, or loss of individuals, of any species of special concern or conservation need, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2p	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may result in a reduction or degradation of any habitat used by any species of special concern and conservation need, as listed by New York State or the Federal government.	E2p	<input type="checkbox"/>	<input type="checkbox"/>

e. The proposed action may diminish the capacity of a registered National Natural Landmark to support the biological community it was established to protect.	E3c	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may result in the removal of, or ground disturbance in, any portion of a designated significant natural community. Source: _____	E2n	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may substantially interfere with nesting/breeding, foraging, or over-wintering habitat for the predominant species that occupy or use the project site.	E2m	<input type="checkbox"/>	<input type="checkbox"/>
h. The proposed action requires the conversion of more than 10 acres of forest, grassland or any other regionally or locally important habitat. Habitat type & information source: _____	E1b	<input type="checkbox"/>	<input type="checkbox"/>
i. Proposed action (commercial, industrial or recreational projects, only) involves use of herbicides or pesticides.	D2q	<input type="checkbox"/>	<input type="checkbox"/>
j. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

8. Impact on Agricultural Resources			
The proposed action may impact agricultural resources. (See Part 1. E.3.a. and b.) <i>If "Yes", answer questions a - h. If "No", move on to Section 9.</i>		<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may impact soil classified within soil group 1 through 4 of the NYS Land Classification System.	E2c, E3b	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may sever, cross or otherwise limit access to agricultural land (includes cropland, hayfields, pasture, vineyard, orchard, etc).	E1a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may result in the excavation or compaction of the soil profile of active agricultural land.	E3b	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may irreversibly convert agricultural land to non-agricultural uses, either more than 2.5 acres if located in an Agricultural District, or more than 10 acres if not within an Agricultural District.	E1b, E3a	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may disrupt or prevent installation of an agricultural land management system.	E1 a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may result, directly or indirectly, in increased development potential or pressure on farmland.	C2c, C3, D2c, D2d	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed project is not consistent with the adopted municipal Farmland Protection Plan.	C2c	<input type="checkbox"/>	<input type="checkbox"/>
h. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

9. Impact on Aesthetic Resources
 The land use of the proposed action are obviously different from, or are in sharp contrast to, current land use patterns between the proposed project and a scenic or aesthetic resource. (Part 1. E.1.a, E.1.b, E.3.h.)
If "Yes", answer questions a - g. If "No", go to Section 10.

NO YES

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Proposed action may be visible from any officially designated federal, state, or local scenic or aesthetic resource.	E3h	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in the obstruction, elimination or significant screening of one or more officially designated scenic views.	E3h, C2b	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may be visible from publicly accessible vantage points: i. Seasonally (e.g., screened by summer foliage, but visible during other seasons) ii. Year round	E3h	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
d. The situation or activity in which viewers are engaged while viewing the proposed action is: i. Routine travel by residents, including travel to and from work ii. Recreational or tourism based activities	E3h E2q, E1c	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
e. The proposed action may cause a diminishment of the public enjoyment and appreciation of the designated aesthetic resource.	E3h	<input type="checkbox"/>	<input type="checkbox"/>
f. There are similar projects visible within the following distance of the proposed project: 0-1/2 mile 1/2 -3 mile 3-5 mile 5+ mile	D1a, E1a, D1f, D1g	<input type="checkbox"/>	<input type="checkbox"/>
g. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

10. Impact on Historic and Archeological Resources
 The proposed action may occur in or adjacent to a historic or archaeological resource. (Part 1. E.3.e, f. and g.)
If "Yes", answer questions a - e. If "No", go to Section 11.

NO YES

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may occur wholly or partially within, or substantially contiguous to, any buildings, archaeological site or district which is listed on the National or State Register of Historical Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places.	E3e	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. The proposed action may occur wholly or partially within, or substantially contiguous to, an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory.	E3f	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. The proposed action may occur wholly or partially within, or substantially contiguous to, an archaeological site not included on the NY SHPO inventory. Source: _____	E3g	<input checked="" type="checkbox"/>	<input type="checkbox"/>

d. Other impacts: _____ _____		<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. If any of the above (a-d) are answered "Moderate to large impact may occur", continue with the following questions to help support conclusions in Part 3:			
i. The proposed action may result in the destruction or alteration of all or part of the site or property.	E3e, E3g, E3f	<input checked="" type="checkbox"/>	<input type="checkbox"/>
ii. The proposed action may result in the alteration of the property's setting or integrity.	E3e, E3f, E3g, E1a, E1b	<input checked="" type="checkbox"/>	<input type="checkbox"/>
iii. The proposed action may result in the introduction of visual elements which are out of character with the site or property, or may alter its setting.	E3e, E3f, E3g, E3h, C2, C3	<input checked="" type="checkbox"/>	<input type="checkbox"/>

11. Impact on Open Space and Recreation			
The proposed action may result in a loss of recreational opportunities or a reduction of an open space resource as designated in any adopted municipal open space plan. (See Part 1. C.2.c, E.1.c., E.2.q.) <i>If "Yes", answer questions a - e. If "No", go to Section 12.</i>		<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in an impairment of natural functions, or "ecosystem services", provided by an undeveloped area, including but not limited to stormwater storage, nutrient cycling, wildlife habitat.	D2e, E1b E2h, E2m, E2o, E2n, E2p	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in the loss of a current or future recreational resource.	C2a, E1c, C2c, E2q	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may eliminate open space or recreational resource in an area with few such resources.	C2a, C2c E1c, E2q	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may result in loss of an area now used informally by the community as an open space resource.	C2c, E1c	<input type="checkbox"/>	<input type="checkbox"/>
e. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

12. Impact on Critical Environmental Areas			
The proposed action may be located within or adjacent to a critical environmental area (CEA). (See Part 1. E.3.d) <i>If "Yes", answer questions a - c. If "No", go to Section 13.</i>		<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in a reduction in the quantity of the resource or characteristic which was the basis for designation of the CEA.	E3d	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in a reduction in the quality of the resource or characteristic which was the basis for designation of the CEA.	E3d	<input type="checkbox"/>	<input type="checkbox"/>
c. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

13. Impact on Transportation

The proposed action may result in a change to existing transportation systems.

 NO YES

(See Part 1. D.2.j)

If "Yes", answer questions a - f. If "No", go to Section 14.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Projected traffic increase may exceed capacity of existing road network.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in the construction of paved parking area for 500 or more vehicles.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action will degrade existing transit access.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action will degrade existing pedestrian or bicycle accommodations.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may alter the present pattern of movement of people or goods.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
f. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

14. Impact on Energy

The proposed action may cause an increase in the use of any form of energy.

 NO YES

(See Part 1. D.2.k)

If "Yes", answer questions a - e. If "No", go to Section 15.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action will require a new, or an upgrade to an existing, substation.	D2k	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action will require the creation or extension of an energy transmission or supply system to serve more than 50 single or two-family residences or to serve a commercial or industrial use.	D1f, D1q, D2k	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may utilize more than 2,500 MWhrs per year of electricity.	D2k	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may involve heating and/or cooling of more than 100,000 square feet of building area when completed.	D1g	<input type="checkbox"/>	<input type="checkbox"/>
e. Other Impacts: _____ _____			

15. Impact on Noise, Odor, and Light

The proposed action may result in an increase in noise, odors, or outdoor lighting.

 NO YES

(See Part 1. D.2.m., n., and o.)

If "Yes", answer questions a - f. If "No", go to Section 16.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may produce sound above noise levels established by local regulation.	D2m	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in blasting within 1,500 feet of any residence, hospital, school, licensed day care center, or nursing home.	D2m, E1d	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may result in routine odors for more than one hour per day.	D2o	<input type="checkbox"/>	<input type="checkbox"/>

d. The proposed action may result in light shining onto adjoining properties.	D2n	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may result in lighting creating sky-glow brighter than existing area conditions.	D2n, E1a	<input type="checkbox"/>	<input type="checkbox"/>
f. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

16. Impact on Human Health

The proposed action may have an impact on human health from exposure to new or existing sources of contaminants. (See Part 1.D.2.q., E.1. d. f. g. and h.)

NO

YES

If "Yes", answer questions a - m. If "No", go to Section 17.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action is located within 1500 feet of a school, hospital, licensed day care center, group home, nursing home or retirement community.	E1d	<input type="checkbox"/>	<input type="checkbox"/>
b. The site of the proposed action is currently undergoing remediation.	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
c. There is a completed emergency spill remediation, or a completed environmental site remediation on, or adjacent to, the site of the proposed action.	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
d. The site of the action is subject to an institutional control limiting the use of the property (e.g., easement or deed restriction).	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may affect institutional control measures that were put in place to ensure that the site remains protective of the environment and human health.	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action has adequate control measures in place to ensure that future generation, treatment and/or disposal of hazardous wastes will be protective of the environment and human health.	D2t	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action involves construction or modification of a solid waste management facility.	D2q, E1f	<input type="checkbox"/>	<input type="checkbox"/>
h. The proposed action may result in the unearthing of solid or hazardous waste.	D2q, E1f	<input type="checkbox"/>	<input type="checkbox"/>
i. The proposed action may result in an increase in the rate of disposal, or processing, of solid waste.	D2r, D2s	<input type="checkbox"/>	<input type="checkbox"/>
j. The proposed action may result in excavation or other disturbance within 2000 feet of a site used for the disposal of solid or hazardous waste.	E1f, E1g E1h	<input type="checkbox"/>	<input type="checkbox"/>
k. The proposed action may result in the migration of explosive gases from a landfill site to adjacent off site structures.	E1f, E1g	<input type="checkbox"/>	<input type="checkbox"/>
l. The proposed action may result in the release of contaminated leachate from the project site.	D2s, E1f, D2r	<input type="checkbox"/>	<input type="checkbox"/>
m. Other impacts: _____ _____			

17. Consistency with Community Plans
 The proposed action is not consistent with adopted land use plans. NO YES
 (See Part 1. C.1, C.2. and C.3.)
 If "Yes", answer questions a - h. If "No", go to Section 18.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action's land use components may be different from, or in sharp contrast to, current surrounding land use pattern(s).	C2, C3, D1a E1a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action will cause the permanent population of the city, town or village in which the project is located to grow by more than 5%.	C2	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action is inconsistent with local land use plans or zoning regulations.	C2, C2, C3	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action is inconsistent with any County plans, or other regional land use plans.	C2, C2	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may cause a change in the density of development that is not supported by existing infrastructure or is distant from existing infrastructure.	C3, D1c, D1d, D1f, D1d, E1b	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action is located in an area characterized by low density development that will require new or expanded public infrastructure.	C4, D2c, D2d D2j	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may induce secondary development impacts (e.g., residential or commercial development not included in the proposed action)	C2a	<input type="checkbox"/>	<input type="checkbox"/>
h. Other: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

18. Consistency with Community Character
 The proposed project is inconsistent with the existing community character. NO YES
 (See Part 1. C.2, C.3, D.2, E.3)
 If "Yes", answer questions a - g. If "No", proceed to Part 3.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may replace or eliminate existing facilities, structures, or areas of historic importance to the community.	E3e, E3f, E3g	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may create a demand for additional community services (e.g. schools, police and fire)	C4	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may displace affordable or low-income housing in an area where there is a shortage of such housing.	C2, C3, D1f D1g, E1a	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may interfere with the use or enjoyment of officially recognized or designated public resources.	C2, E3	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action is inconsistent with the predominant architectural scale and character.	C2, C3	<input type="checkbox"/>	<input type="checkbox"/>
f. Proposed action is inconsistent with the character of the existing natural landscape.	C2, C3 E1a, E1b E2g, E2h	<input type="checkbox"/>	<input type="checkbox"/>
g. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

TOWN OF KENT
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Full Environmental Assessment Form Part 3 –
Evaluation of the Magnitude and Importance of Project Impacts and
Determination of Significance
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Part 3 of the Full Environmental Assessment Form (FEAF) is only required to be filled out for those Part 2 questions identified where a *moderate to large impact may occur*.

For each Part 2 question identified as *moderate to large impact may occur*, the following items are discussed pursuant to the *Reasons Supporting this Determination* section of the Part 3:

- The impact is identified.
- The magnitude of the impact considering severity, size and / or extent is discussed.
- The importance of the impact will be assessed, considering geographic scope, duration, probability of the impact occurring, number of people affected, and any additional environmental consequences identified if the impact were to occur.
- The reason why the impact may, or will not, result in a significant adverse environmental impact. This bullet also discusses any design elements, project changes, or mitigation that was provided.

1. Impact on Land: Proposed action may involve construction on, or physical alteration of, the land surface of the proposed site. (Part 2 answer: Yes)

- c. *The proposed action may involve construction on land where bedrock is exposed, or generally within 5 feet of existing ground surface. (Part 2 answer: Moderate or large impact may occur)*

Exposed surface bedrock exists on site but there is limited exposed surface bedrock within the 86,000 s.f. +/- limit of disturbance. In addition, based on limited soil testing performed, bedrock was identified within the limits of disturbance / proposed excavation. The duration of rock removal will be limited to the minimum period practicable.

Due to the limited amount of potential rock excavation, it is assumed that rock excavation, if any, will be performed with conventional excavating equipment with a hydraulic rock hammer. It is not anticipated that blasting will be required for this project.

The site grading for the proposed project will take into consideration potential bedrock depths when setting the finished grades for the project. Therefore, the rock excavation will be kept to the shortest time practicable to minimize impacts to surrounding properties. Furthermore, Huestis Park is located in a very rural area and the nearest residence is approximately 1,600+/- ft from the proposed project site. As such, the potentially moderate to large impact has been mitigated and will not result in a significant adverse environmental impact.

3. Impact on Surface Water: The proposed action may affect one or more wetlands or other surface water bodies (e.g., streams, rivers, ponds or lakes). (Part 2 answer: Yes)

- e. *The proposed action may create turbidity in a water body, either from upland erosion, runoff or by disturbing bottom sediments. (Part 2 answer: Moderate or large impact may occur)*
- The proposed project consists of 1.9 acres of disturbance on soils with a Hydrologic Soil Group of "B" and "D". Further there is an onsite NYSDEC wetland (OL-7 & OL-8)

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that is tributary and within close proximity to the West Branch Croton River in the NYCDEP East of Hudson watershed. Erosion from construction site runoff has the potential to create turbidity in downstream water bodies. As such there is the potential for a moderate to large impact to occur.

- The following table indicates the magnitude of the impact, duration of the impact, likelihood of the impact occurring and the importance of the impact as defined in the Workbook:

Magnitude of Impact	Duration of Impact	Likelihood of Impact	Importance of Impact
Large – Erosion from the site has the potential to impact downstream water bodies within close proximity to the subject property.	Short-term – The potential impact would occur during the initial land disturbance or construction phase of the project.	Unlikely to occur – A project E&SC plan has been developed to mitigate the probability of this impact occurring.	Very important – Turbidity resulting from construction site runoff in downstream water bodies can affect water bodies used for drinking water supply and thus this potential impact is very important.

- The Project drawings contain the Erosion & Sediment Control (ESC) plan developed to mitigate impacts associated with erosion from construction site runoff which could result in soil erosion or otherwise result in siltation in downstream water bodies and to minimize the potential for causing downstream turbidity. The ESC plan will be developed in accordance with the *New York State Standards and Specifications for Erosion and Sediment Control* and GP-0-20-001. Specific items cited in the ESC plan to mitigate impacts associated with erosion / turbidity include provision of silt fences, providing stabilized construction entrances at the site entrance, minimizing the amount of time areas can be disturbed before temporary stabilization must be provided, providing erosion control blankets on steep slopes, provision of diversion swales, and providing temporary sediment traps.

The ESC plan requires the Applicant to retain a Qualified Professional (as defined in GP-0-20-001) to perform erosion control inspections twice weekly. Copies of the Qualified Professional Erosion Control Inspections will be forwarded to the Town's Consulting Engineer, the Applicant, and the site contractor.

Through the required ESC Plan, post-construction stormwater management practices provided in the SWPPP, and erosion control inspection protocols being performed by the various agencies as part of the proposed Project, the potentially moderate to large impact will be mitigated, and will not result in a significant adverse environmental impact.

- h. The proposed action may cause soil erosion, or otherwise create a source of stormwater discharge that may lead to siltation or other degradation of receiving water bodies.*

The proposed improvements will remove vegetation and expose soil by way of site grading during construction of the proposed bathroom facility, pavilion, ADA playground, parking lot, installation of the site infrastructure, and the construction of the stormwater management facilities. All disturbed areas will be protected during construction with approved sediment and erosion control techniques in accordance with the *New York*

TOWN OF KENT
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State Standards and Specifications for Erosion and Sediment Control. Erosion and sediment control will be accomplished by four basic principles: diversion of clean water, containment of sediment, treatment of dirty water, and stabilization of disturbed areas. Diversion of clean water will be accomplished with swales. This diverted water will be safely conveyed around the construction area as necessary and discharged downstream of the disturbed areas. Sediment will be contained with the use of silt fence at the toe of disturbed slopes and excavation of the temporary sediment traps. Disturbed areas will be permanently stabilized within 7 days of final grading to limit the required length of time that the temporary facilities must be utilized.

Permanent erosion and sediment control will be accomplished by diverting stormwater runoff from steep slopes, controlling/reducing stormwater runoff velocities and volumes, and vegetative and structural surface stabilization. Temporary sediment traps will be used during construction to manage stormwater runoff during the construction period. Other than the buildings and paved surfaces, disturbed surfaces will be stabilized with vegetation. The vegetation will control stormwater runoff by preventing soil erosion, reducing runoff volume and velocities, and providing a filter medium.

With proper design and implementation of erosion control and drainage improvements, which include the avoidance of concentrated surface runoff and the provision of adequate stabilization of construction activity areas and regular inspections, the proposed action is not anticipated to have impacts from soil erosion or otherwise create a source of stormwater discharge that may lead to siltation or other degradation of receiving water bodies.

- i. *The proposed action may affect the water quality of any water bodies within or downstream of the site of the proposed action.*

See response for questions 3.e and 3.h.

10. Impact on Historic and Archeological Resources: The proposed action may occur in or adjacent to a historic or archaeological resource. (Part 2 answer: Yes)

- a. *The proposed action may occur wholly or partially within, or substantially contiguous to, any buildings, archeological site or district which is listed on or has been nominated by the NYS Board of Historic Preservation for inclusion on the State or National Register of Historic Places.*

The EAF Mapper Summary Report that was generated with the Full EAF Part 1 for the project site noted that the site was not located in or adjacent to an area designed as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory. However, per letter dated July 22, 2021 from the New York State Historic Preservation Office (SHPO) OPHRP, the project is in an archaeological sensitive location. Our office is in the process of addressing the comments SHPO but the proposed project includes modifications to an existing Town park. The project area and proposed improvements are in an area that was previously disturbed based on original park earthwork and subsequent park improvements. As such, the project should have no impact to any buildings, archeological sites, or districts listed on the NYS Board of Historic Preservation.

- b. *The proposed action may occur wholly or partially within, or substantially contiguous to, an area designated as sensitive for archeological sites on the NY State Historic Preservation Office (SHPO) archeological site inventory.*

TOWN OF KENT
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As noted above, per letter dated July 22, 2021 from the New York State Historic Preservation Office (SHPO) OPHRP, the project is in an archaeological sensitive location but the project area and proposed improvements are in an area that was previously disturbed based on original earthwork and park improvements. As such the potential moderate to large impact has been determined not to be a significant adverse impact.

C. *If any of the above (a-d) are answered "Moderate to large impact may occur", continue with the following questions to help support conclusions in Part 3:*

- i. The proposed action may result in the destruction or alteration of all or part of the site or property.

A portion of the site will be cleared of trees and re-graded to accommodate the proposed action. However, the project area is located in an area that was previously disturbed.

- ii. The proposed action may result in the alteration of the property's setting or integrity.

The project site is predominantly wooded in character. The proposed action seeks to remove a few trees on site and re-grade a small portion of the property, which will not alter the overall site. Furthermore, the character of the property will remain consistent with the level of development in the neighborhood. Additionally, the project will be screened from Farmers Mills Road by existing trees and vegetation, as the property frontage is heavily wooded. For these reasons, the Proposed Action will not have a significant adverse impact to the property's setting or integrity.

- iii. The proposed action may result in the introduction of visual elements which are out of character with the site or property or may alter its setting.

The character of the property will remain consistent with the character of development in the neighborhood. The project proposes an expansion of an existing town park. The proposed elements of the project are consistent to what current exists onsite. For these reasons, the Proposed Action will not introduce visual elements which are out of character with the site or property and will not result in a significant adverse impact.

CHUBB

Special Risk
INSURANCE PROGRAM

Issued by
SPECTMEN
FEDERAL INSURANCE COMPANY

FOR

KENT RECREATION AND PARKS, TOWN OF

Chubb Underwriting Office: FEDERAL INSURANCE COMPANY
202B Hall's Mill Road
P.O. Box 1650
Whitehouse Station, New Jersey 08889-1650

*Words and phrases that appear in **bold** print have special meaning and are defined in the Definitions section(s) of this policy. Defined terms include the plural.*

*Throughout this policy the words "**We**", "**Us**" and "**Our**" refer to the **Company** providing this insurance.*

Please Read This Policy Carefully

BTA5000

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Insuring Agreement

Section I

Chubb
202B Hall's Mill Road, P.O. Box 1650
Whitehouse Station, New Jersey 08889-1650

Policyholder's Name and Address:
KENT RECREATION AND PARKS, TOWN OF
25 SYBIL'S CROSSING
KENT LAKES, NY 10512

Policy Number: SPEC-IM-EN
Effective Date: 01/29/2024
Anniversary Date: January 29

*Issued by the stock insurance company
indicated below:*
FEDERAL INSURANCE COMPANY
*Incorporated under the laws of
INDIANA*

Section II Policy Period and Company

Policy Period

From: 01/29/2024 To: 01/29/2025
12:01 A.M. standard time at the **Policyholder's** address shown in Section I of the Insuring Agreement.

This insurance is provided by the **Company** in consideration of payment of the required premium.

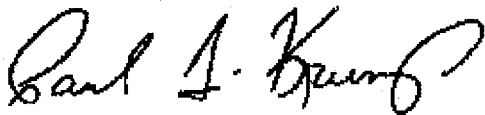
The insurance under this policy begins on the Effective Date shown in Section I of the Insuring Agreement. The insurance under this policy ends on the last day of the Policy Period shown in Section II of the Insuring Agreement.

The **Policyholder's** acceptance of this policy terminates any prior policy of the same policy number, effective with the inception of this policy.

Company

The **Company** issuing this policy has caused this policy to be signed by its authorized officers, but this policy shall not be valid unless also signed by a duly authorized representative of the **Company**.

FEDERAL INSURANCE COMPANY (Incorporated under the laws of INDIANA)



President



Secretary



Authorized Representative

Premium Summary

Section I - Premium Due Date

01/29/2024

Section II - Premium Payment

The **Policyholder** shown in Section I of the Insuring Agreement is responsible for the collection and remittance of all required premiums. Premiums are calculated and payable as follows:

Special Risk

Amount Due:

\$1,961

Any premiums shown as subject to adjustment will be adjusted as stated in the Premium Provisions under Section VIII - General Provisions of the Contract.

Schedule of Benefits

Chubb Group of Insurance Companies
202B Hall's Mill Road, P.O. Box 1650
Whitehouse Station, New Jersey 08889-1650

Policyholder's Name:

KENT RECREATION AND PARKS, TOWN OF

SPECIMEN

Issued by the stock insurance company
indicated below:

FEDERAL INSURANCE COMPANY
Incorporated under the laws of
INDIANA

Section I - Insured Persons

The following are the **Insured Persons** under this policy:

Class	Description
1	All registered players in Kent Little League of the policyholder.

If, subject to all the terms and conditions of this policy a person is eligible for insurance under multiple **Classes** of **Insured Persons** described above, then such person will only be insured under the **Class** which provides the **Insured Person** the largest **Benefit Amount** for the loss that has occurred.

Section II - Qualification Period

For **Insured Persons** in an eligible **Class** on the Effective Date: none
For **Insured Persons** entering an eligible **Class** after the Effective Date: none

Section III - Hazards

The following are the **Hazards** for which insurance applies:

Class	Hazard(s)
1	Covered Activities

If, subject to all the terms and conditions of this policy an **Insured Person** has insurance for covered loss on the date of an **Accident**, covered under multiple **Hazards** described above, then only one **Benefit Amount** will be paid. This **Benefit Amount** shall be the largest **Benefit Amount** applicable under all such **Hazards**.

Section IV - Benefits

A) Principal Sum

The following are **Principal Sums** for each **Class**:

Class	Hazard	Principal Sum
1	Covered Activities	\$10,000

B) Accidental Death and Dismemberment Benefits:

This benefit applies to all **Classes of Insured Persons**. The following are **Losses** insured and the corresponding **Benefit Amount** expressed as a percentage of the **Principal Sum**:

Class(es)
All

Accidental:	Benefit Amounts (Percentage of Principal Sum)
Loss of Life	100%
Loss of Speech and Loss of Hearing	100%
Loss of Speech and one of Loss of Hand, Loss of Foot or Loss of Sight of One Eye	100%
Loss of Hearing and one of Loss of Hand, Loss of Foot or Loss of Sight of One Eye	100%
Loss of Hands (Both), Loss of Feet (Both), Loss of Sight or a combination of any two of Loss of Hand, Loss of Foot or Loss of Sight of One Eye	100%
Loss of Hand, Loss of Foot or Loss of Sight of One Eye (Any one of each)	50%
Loss of Speech or Loss of Hearing	50%
Loss of Thumb and Index Finger of the same hand	25%

This **Benefit Amount** is subject to Section IV - Maximum Payment for Multiple Losses and Multiple Benefits, of the Contract.

If an **Insured Person** has multiple **Losses** as the result of one **Accident**, then **We** will pay only the single largest **Benefit Amount** applicable to the **Losses** suffered, as described in Section IV - Maximum Payment For Multiple Losses and Multiple Benefits of the Contract.

C) Additional Benefits

The following are **Benefit Amounts** for all other benefits provided under this policy:

Accident Medical Expense
Class 1

- Maximum Benefit Amount \$10,000**
- Deductible \$250**
- Dental Benefit Amount \$1,000**
- Physical Therapy Benefit Amount \$2,500**
- Orthopedic Appliance Benefit Amount \$1,000**

The **Benefit Amounts** shown above for Dental, Physical Therapy and Orthopedic Appliance are part of, and not in addition to, the **Maximum Benefit Amount** for **Accident Medical Expense**. Payment of these **Benefit Amounts** reduces and does not increase the **Benefit Amount** for **Accident Medical Expense**. This **Benefit Amount** is not subject to Section IV - Maximum Payment for Multiple Losses and Multiple Benefits, of the Contract.

Section V - Aggregate Limit of Insurance

\$100,000 per Accident

If more than one (1) **Insured Person** suffers a **Loss** in the same **Accident**, then **We** will not pay more than the Aggregate Limit of Insurance shown above. If an **Accident** results in **Benefit Amounts** becoming payable, which when totaled, exceed the applicable Aggregate Limit of Insurance shown above, then the Aggregate Limit of Insurance will be divided proportionally among the **Insured Persons**, based on each applicable **Benefit Amount**.

Insurance only applies for the **Classes, Hazards, Benefits** and **Losses** that are specifically indicated as insured.

Hazards

Covered Activity Hazard

Covered Activity Hazard means all circumstances, subject to the terms and conditions of this policy, arising from and occurring while a **Primary Insured Person** is participating in **Covered Activity**.

Covered Activity means all those activities set forth below for which a **Primary Insured Person** is insured under this policy.

Covered Activity:

-While participating in the Policyholder sponsored and supervised Kent Little League Baseball activities.

Contract

Section I - Insurance

Subject to all the terms and conditions of this policy and the payment of required premium, We will provide the following insurance:

Accidental Death and Dismemberment

We will pay the applicable **Benefit Amount**, shown in Section IV-B of the Schedule of Benefits, if an **Accident** results in a covered **Loss** not otherwise excluded. The **Accident** must result from an insured **Hazard** and occur while an **Insured Person** is insured under this policy, while it is in force. The covered **Loss** must occur within one (1) year after the **Accident**.

Accident Medical Expense

We will reimburse up to the **Maximum Benefit Amount** for **Accident Medical Expense** if **Accidental Bodily Injury** causes an **Insured Person** to first incur **Medical Expenses** for care and treatment of the **Accidental Bodily Injury** within one hundred eighty (180) days after an **Accident**. The **Benefit Amount** for **Accident Medical Expense** is payable only for **Medical Expenses** incurred within 365 day(s) after the date of the **Accident** causing the **Accidental Bodily Injury**. The **Benefit Amount** is subject to the Deductible and **Maximum Benefit Amount** as shown in Section IV-C of the Schedule of Benefits. The **Benefit Amount** for **Accident Medical Expense** is payable in addition to any other applicable **Benefit Amounts** under this policy.

Payment of the **Maximum Benefit Amount** for **Accident Medical Expense** is also subject to the following:

Dental Benefit Amount

If, due to **Accidental Bodily Injury**, an **Insured Person** requires dental care and treatment, then **Our** payment for such treatment will not exceed the **Dental Benefit Amount**, shown in Section IV-C of the Schedule of Benefits.

Physical Therapy Benefit Amount

If, due to **Accidental Bodily Injury**, an **Insured Person** is not **Hospital** confined and requires diathermy, ultrasonic, whirlpool or heat treatment, adjustment, manipulation, massage or any form of physical therapy and the office visit associated with such therapy, then **Our** payment for such therapy will not exceed the **Physical Therapy Benefit Amount**, shown in Section IV-C of the Schedule of Benefits.

Orthopedic Appliance Benefit Amount

If, due to **Accidental Bodily Injury**, an **Insured Person** is not **Hospital** confined and requires orthopedic appliances or braces, then **Our** payment for such appliances or braces will not exceed the **Orthopedic Appliance Benefit Amount**, shown in Section IV-C of the Schedule of Benefits.

In no event will **Our** total payments for an **Insured Person's** dental care and treatment, physical therapy, orthopedic appliances, transportation and **Medical Expense** exceed the **Maximum Benefit Amount** for **Accident Medical Expense**, shown in Section IV-C of the Schedule of Benefits.

Excess Provision (Student coverage only)

The **Maximum Benefit Amount** for **Accident Medical Expense** is payable on an excess basis. We will determine the **Reasonable and Customary Charge** for the covered **Medical Expense**. We will then reduce that amount by amounts already paid or payable by any **Other Plan**. We will pay the resulting amount. In no event will We pay more than the **Maximum Benefit Amount** for **Accident Medical Expense**, shown in Section IV-C of the Schedule of Benefits.

Deductible

The Deductible for **Accident Medical Expense**, shown in Section IV-C of the Schedule of Benefits, will be deducted from any **Benefit Amount** for **Accident Medical Expense** that **We** pay. This Deductible applies separately to each **Insured Person** and each **Accident**.

Limitation on Accident Medical Expense

The **Benefit Amount** for **Accident Medical Expense** does not apply to charges and services:

- 1) for which an **Insured Person** has no obligation to pay;
- 2) for any injury where worker's compensation benefits or occupational injury benefits are payable; or
- 3) for treatment that is educational, experimental or investigational in nature or that does not constitute accepted medical practice; or
- 4) for treatment involving conditions caused by **Repetitive Motion Injuries**, or cumulative trauma and not as the result of an **Accidental Bodily Injury**.

This insurance applies only to **Medically Necessary** charges and services.

Under New York State law, there are certain mandated benefits that are required to be covered. **We** will cover all mandated benefits related to the **Accident**.

Section II - Eligibility, Effective Date and Termination

Eligibility

A person becomes insured under this policy if:

- 1) such person is a member of an eligible **Class of Insured Persons** as shown in Section I of the Schedule of Benefits;
- 2) such person has completed any required Qualification Period as shown in Section II of the Schedule of Benefits; and
- 3) the required premium for such person has been paid.

Effective Date of Insurance for an Insured Person

Insurance for an **Insured Person** becomes effective on the latest of:

- 1) the effective date of this policy;
- 2) the date on which such person first meets the eligibility criteria as an **Insured Person**; or
- 3) the beginning of the period for which required premium is paid for such **Insured Person**.

Termination of Insurance for an Insured Person

Insurance for an **Insured Person** automatically terminates on the earliest of:

- 1) the termination date of this policy;
 - 2) the expiration of the period for which required premium has been paid for such **Insured Person**;
 - 3) the date on which a person no longer meets the eligibility criteria as an **Insured Person**.
-

Section III - Extensions Of Insurance

Extensions of Insurance are subject to the provisions of Section I-Insurance of the Contract, and all other policy terms and conditions.

Disappearance

If an **Insured Person** has not been found within one (1) year of the disappearance, stranding, sinking, or wrecking of any **Conveyance** in which an **Insured Person** was an occupant at the time of the **Accident**, then it will be assumed, subject to all other terms and conditions of this Policy, that an **Insured Person** has suffered **Loss of Life** insured under this policy.

Exposure

If an **Accident** resulting from an insured **Hazard** causes an **Insured Person** to be unavoidably exposed to the elements and as a result of such exposure an **Insured Person** has a **Loss**, then such **Loss** will be insured under this policy.

Section IV - Maximum Payment for Multiple Losses and Multiple Benefits

For any **Benefit Amount** identified as subject to this provision in the Schedule of Benefits, payment of such **Benefit Amount** will reduce the **Principal Sum**. If, subject to all the terms and conditions of this policy, an **Insured Person** is entitled to receive payment of multiple **Benefit Amounts** as the result of one (1) **Accident**, then the maximum **We** will pay for all benefits shall not exceed the **Principal Sum**.

For any **Benefit Amount** identified as not subject to this provision in the Schedule of Benefits, payment of such **Benefit Amount** will be in addition to any **Principal Sum** payable under this policy.

If, subject to all the terms and conditions of this policy, an **Insured Person** suffers multiple covered **Losses** as the result of one (1) **Accident**, then **We** will only pay the single largest **Benefit Amount** applicable to all such covered **Losses**.

Section V - Territory

This insurance applies worldwide.

Section VI - General Exclusions

The following exclusions apply to all benefits or **Hazards** under this policy. Additional exclusions, limitations or conditions may also apply to specific benefits or **Hazards**. Please read this entire policy carefully.

Owned Aircraft, Leased Aircraft, or Operated Aircraft

This insurance does not apply to any **Accident, Accidental Bodily Injury** or **Loss** caused by or resulting from, directly or indirectly, an **Insured Person** being in, entering, or exiting any aircraft:

- 1) owned, leased or operated by the **Policyholder** or on the **Policyholder's** behalf; or
- 2) operated by an employee of the **Policyholder** on the **Policyholder's** behalf.

Aircraft Pilot or Crew

This insurance does not apply to any **Accident, Accidental Bodily Injury** or **Loss** caused by or resulting from, directly or indirectly, an **Insured Person** being in, entering, or exiting any aircraft while acting or training as a pilot or crew member.

This exclusion does not apply to passengers who temporarily perform pilot or crew functions in a life-threatening emergency.

Disease or Illness

This insurance does not apply to any **Accident, Accidental Bodily Injury** or **Loss** caused by or resulting from, directly or indirectly, an **Insured Person's** emotional trauma, mental or physical illness, disease, pregnancy, childbirth or miscarriage, bacterial or viral infection, bodily malfunctions or medical or surgical treatment thereof.

This exclusion does not apply to an **Insured Person's** bacterial infection caused by an **Accident** or by **Accidental** consumption of a substance contaminated by bacteria.

Service in the Armed Forces

This insurance does not apply to any **Accident, Accidental Bodily Injury** or **Loss** caused by or resulting from, directly or indirectly, an **Insured Person** participating in military action while in active military service with the armed forces of any country or established international authority. However, this exclusion does not apply to the first sixty (60) consecutive days of active military service with the armed forces of any country or established international authority.

Suicide or Intentional Injury

This insurance does not apply to any **Accident, Accidental Bodily Injury** or **Loss** caused by or resulting from, directly or indirectly, an **Insured Person's** suicide, attempted suicide or intentionally self-inflicted injury.

War

This insurance does not apply to any **Accident, Accidental Bodily Injury** or **Loss** caused by or resulting from, directly or indirectly, a declared or undeclared **War**.

Section VII - Definitions

For the purpose of these definitions, the singular includes the plural and the plural includes the singular, unless otherwise noted.

Accident or Accidental

Accident or **Accidental** means a sudden, unforeseen, and unexpected event which:

- 1) happens by chance;
- 2) arises from a source external to an **Insured Person**;
- 3) is independent of illness, disease or other bodily malfunction or medical or surgical treatment thereof;
- 4) occurs while the **Insured Person** is insured under this policy which is in force; and
- 5) is the direct cause of loss.

Accidental Bodily Injury

Accidental Bodily Injury means bodily injury, which:

- 1) is **Accidental**;
- 2) is the direct cause of a loss; and
- 3) occurs while an **Insured Person** is insured under this policy, which is in force.

Accidental Bodily Injury does not mean a **Repetitive Motion Injury**.

Actively at Work or Active Work

Actively at Work, or **Active Work** means a person is performing the material and substantial duties of his or her regular occupation for compensation.

Benefit Amount

Benefit Amount means the amount stated in the Schedule of Benefits for this policy which applies:

- 1) at the time of an **Accident**;
- 2) to an **Insured Person**; and
- 3) for the applicable **Hazard**.

Class

Class means the categories of **Insured Persons** described in Section I of the Schedule of Benefits.

Company

Company means FEDERAL INSURANCE COMPANY.

Conveyance

Conveyance means any motorized craft, vehicle or mode of transportation licensed or registered by a governmental authority with competent jurisdiction.

Covered Activity

Covered Activity means those activities set forth in the **Covered Activities Hazard**, and for which an **Insured Person** is insured under the policy.

Dependent Child

Dependent Child means a **Primary Insured Person's** unmarried child from the moment of birth, including a natural child, grandchild, stepchild or adopted child from the date of placement with a **Primary Insured Person**. The **Dependent Child** must be primarily dependent upon such **Primary Insured Person** for maintenance and support, and must be:

- 1) under the age of nineteen (19);
- 2) under the age of twenty-five (25) if enrolled as a full-time student at an **Institution of Higher Learning**; or
- 3) classified as an **Incapacitated Dependent Child**.

If a **Dependent Child** under the age of twenty-five (25) is enrolled as a full-time student and is unable to continue as a full-time student due to a medical condition, coverage will continue in force for twelve (12) months from the date the **Dependent Child** is no longer a full-time student or until the **Dependent Child** attains the age of twenty-five (25), whichever occurs first. The **Dependent Child's** treating physician must certify that the withdrawal as a full-time student is medically necessary.

Domestic Partner

Domestic Partner means a person designated by a **Primary Insured Person** who is registered as a Domestic Partner or legal equivalent under laws of the governing jurisdiction or who:

- 1) is at least 18 years of age and competent to enter into a contract;
- 2) is not related to the **Primary Insured Person** by blood;
- 3) has exclusively lived with the **Primary Insured Person** for at least twelve (12) months prior to the date of enrollment;
- 4) is not legally married or separated; and
- 5) as of the date of enrollment, has with the **Primary Insured Person** at least two (2) of the following financial arrangements:
 - a) a joint mortgage or lease;
 - b) a joint bank account;
 - c) joint title to or ownership of a motor vehicle or status as a joint lessee on a motor vehicle lease; or
 - d) a joint credit card account with a financial institution.

Neither the **Primary Insured Person** nor the **Domestic Partner** can be married to, nor in a civil union with, anyone else.

Full-time Employee

Full-time Employee means an employee who works at least 30 hours per week.

Hazard

Hazard means the circumstances for which this insurance is provided as stated in Section III of the Schedule of Benefits and described in the **Hazard** Section of this policy.

Hospital

Hospital means a public or private institution which:

- 1) is licensed in accordance with the laws of the jurisdiction where it is located;
 - 2) is accredited by the Joint Commission on Accreditation of Hospitals;
 - 3) operates for the reception, care and treatment of sick, ailing or injured persons as in-patients;
 - 4) provides organized facilities for diagnosis and medical or surgical treatment;
 - 5) provides twenty-four (24) hour nursing care;
 - 6) has a **Physician** or staff of **Physicians**; and
 - 7) is not primarily a day clinic, rest or convalescent home, assisted living facility or similar establishment and is not, other than incidentally, a place for the treatment of alcoholics or drug addicts.
-

Immediate Family Member

Immediate Family Member means an **Insured Person's**:

- 1) **Spouse or Domestic Partner**;
- 2) children including adopted children and stepchildren;
- 3) legal guardians or wards;
- 4) siblings or siblings-in-law;
- 5) parents or parents-in-law;
- 6) grandparents or grandchildren;
- 7) aunts or uncles;
- 8) nieces and nephews.

Immediate Family Member also means a **Spouse's** or **Domestic Partner's** children, including adopted children and stepchildren; legal guardians or wards; siblings or siblings-in-law; parents or parents-in-law; grandparents or grandchildren; aunts or uncles; nieces or nephews.

Incapacitated Dependent Child

Incapacitated Dependent Child means a child who, as a result of being mentally or physically challenged, is permanently incapable of self-support and permanently dependent on a **Primary Insured Person** for support and maintenance. The incapacity must have occurred while the child was:

- 1) under the age of nineteen (19); or
- 2) under the age of twenty-five (25) if enrolled as a full-time student at an **Institution of Higher Learning**.

Institution of Higher Learning

Institution of Higher Learning means any accredited public or private college, university, professional trade or vocational school beyond the twelfth (12th) grade.

Insured Person

Insured Person means a person, qualifying as a **Class** member under Section I of the Schedule of Benefits:

- 1) who elects insurance; or
- 2) for whom insurance is elected,
- 3) and on whose behalf premium is paid.

Leased Aircraft

Leased Aircraft means an aircraft not owned by the **Policyholder**, which is subject to a written lease agreement between the **Policyholder** and the lessor. The **Policyholder** uses the aircraft as it wishes for the term of the written lease agreement. The **Policyholder** cannot alter or sell the aircraft without the consent of the lessor. **Leased Aircraft** does not include aircraft which are chartered for single trips.

Loss

Loss means **Accidental**:

- Loss of Foot**
- Loss of Hand**
- Loss of Hearing**
- Loss of Life**
- Loss of Sight**
- Loss of Sight of One Eye**
- Loss of Speech**
- Loss of Thumb and Index Finger**

Loss must occur within one (1) year after the **Accident**.

Loss of Foot

Loss of Foot means the total and permanent loss of function of a foot. In the event of complete severance through or above the ankle joint, **We** will consider such severance a **Loss of Foot** even if the foot is later reattached. If the reattachment fails and amputation becomes necessary, then **We** will not pay an additional **Benefit Amount** for such amputation.

Loss of Hand

Loss of Hand means total and permanent loss of function of a hand as determined by a **Physician**. In the event of complete severance, as determined by a **Physician**, at or above the metacarpal phalangeal joints of at least four (4) fingers on the same hand or at least three (3) fingers and the thumb on the same hand, **We** will consider such severance a **Loss of Hand** even if the hand, fingers or thumb are later reattached. If the reattachment fails and amputation becomes necessary, then **We** will not pay an additional **Benefit Amount** for such amputation.

Loss of Hearing

Loss of Hearing means permanent, irrecoverable and total deafness, as determined by a **Physician**, with an auditory threshold of more than 90 decibels in each ear. The deafness cannot be corrected by any aid or device, as determined by a **Physician**.

Loss of Life

Loss of Life means death, including clinical death, as determined by the local governing medical authority where such death occurs within 365 days after an **Accident**.

Loss of Sight

Loss of Sight means permanent loss of vision. Remaining vision must be no better than 20/200 using a corrective aid or device, as determined by a **Physician**.

Loss of Sight of One Eye

Loss of Sight of One Eye means permanent loss of vision of one eye. Remaining vision in that eye must be no better than 20/200 using a corrective aid or device, as determined by a **Physician**.

Loss of Speech

Loss of Speech means the permanent, irrecoverable and total loss of the capability of speech without the aid of mechanical devices, as determined by a **Physician**.

Loss of Thumb and Index Finger

Loss of Thumb and Index Finger means complete severance, through the metacarpal phalangeal joints, of the thumb and index finger of the same hand, as determined by a **Physician**. **We** will consider such severance a **Loss of Thumb and Index Finger** even if a thumb, an index finger or both are later reattached. If the reattachment fails and amputation becomes necessary, then **We** will not pay an additional **Benefit Amount** for such amputation.

Medical Expense

Medical Expense means the **Reasonable and Customary Charges** for **Medical Services** for the care and treatment of **Accidental Bodily Injuries** sustained in an **Accident**.

Medically Necessary

Medically Necessary means a medical or dental service, supply or course of treatment which:

- 1) is ordered or prescribed by a **Physician**;
- 2) is appropriate and consistent with the patient's diagnosis;
- 3) is in accord with current accepted medical or dental practice; and
- 4) could not be eliminated without adversely affecting the patient's condition.

Medical Services

Medical Services means **Medically Necessary** services, including but not limited to:

- 1) medical care and treatment by a **Physician**;
- 2) **Hospital** room and board and **Hospital** care, both inpatient and outpatient;
- 3) drugs and medicines required and prescribed by a **Physician**;
- 4) diagnostic tests and x-rays prescribed by a **Physician**;
- 5) transportation of an **Insured Person** in an emergency transportation vehicle from the location where such **Insured Person** becomes injured to the nearest **Hospital** where appropriate medical treatment can be obtained;
- 6) dental care and treatment due to **Accidental Bodily Injury**;
- 7) physical therapy, including diathermy, ultrasonic, whirlpool or heat treatment, adjustment, manipulation, massage and the office visit associated with such therapy;
- 8) treatment performed by a licensed medical professional when prescribed by a **Physician**, if hospitalization would have been otherwise required;
- 9) rental of durable medical equipment;
- 10) artificial limbs and other prosthetic devices;
- 11) orthopedic appliances or braces.
- 12) eyeglasses, contact lenses and other vision or hearing aids

Operated Aircraft

Operated Aircraft means any aircraft not owned by the **Policyholder** but over which the **Policyholder** exercises control. **Operated Aircraft** includes an aircraft for which the **Policyholder** pays operating expenses.

Other Plan

Other Plan means any other insurance or payment source for **Medical Services** or disability, including but not limited to health coverage other than individual health policies, disability insurance, worker's compensation insurance; or coverage provided or required by any law or statute, including, automobile insurance "fault" or "no-fault", employer sick leave or salary continuation plan, or similar benefit provided or required by governmental plan or program.

Owned Aircraft

Owned Aircraft means any aircraft to which the **Policyholder** holds legal or equitable title.

Physician

Physician means a licensed practitioner of the healing arts, acting within the scope of his or her license to the extent provided by the laws of the jurisdiction in which medical treatment is provided. **Physician** does not include:

- 1) an **Insured Person**;
- 2) an **Immediate Family Member**.

Policyholder

Policyholder means the entity identified in the Insuring Agreement.

Primary Insured Person

Primary Insured Person means an **Insured Person** who:

- 1) has a direct relationship with the **Policyholder**; and
- 2) where applicable, elects insurance under this policy.

Principal Sum

Principal Sum means the amount of insurance appearing in Section IV-A of the Schedule of Benefits applicable to each **Class**.

Proof of Loss

Proof of Loss means written evidence acceptable to **Us** that an **Accident, Accidental Bodily Injury or Loss** has occurred.

Reasonable and Customary Charge

Reasonable and Customary Charge means the lesser of:

- 1) the usual charge made by **Physicians** or other health care providers for a given service or supply; or
- 2) the charge **We** reasonably determine to be the prevailing charge made by **Physicians** or other health care providers for a given service or supply in the geographical area where it is furnished.

Repetitive Motion Injury

Repetitive Motion Injury means bursitis, stress fracture, strain, shin splints, Osgood Schlatter Disease, Chondromalacia, stress fractures, tendinitis and Carpal Tunnel Syndrome.

Spouse

Spouse means an **Insured Person's** husband or wife or who is recognized as such by the laws of the jurisdiction in which the **Primary Insured Person** resides.

Subsidiary

Subsidiary means any organization in which:

- 1) more than 50% of the outstanding securities or voting rights representing the present right to vote for election of directors is owned or controlled, directly or indirectly, in any combination by the **Policyholder**; or
- 2) the **Policyholder** exercises management control.

War

War means:

- 1) hostilities following a formal declaration of war by a governmental authority;
- 2) in the absence of a formal declaration of **War** by a governmental authority armed, open and continuous hostilities between two countries; or
- 3) armed, open and continuous hostilities between two factions, each in control of territory, or claiming jurisdiction over the geographic area of hostility.

We, Us and Our

We, Us and Our means FEDERAL INSURANCE COMPANY.

Section VIII - General Provisions

Addition of New Insured Persons

Any new person who meets the eligibility criteria for the **Class(es)** described in Section I of the Schedule of Benefits, **Insured Persons**, will automatically be an **Insured Person** under this policy.

Benefit Assignment

An **Insured Person** may assign **Benefit Amounts** other than those for **Loss of Life**. Such assignment must be in writing, signed by the **Insured Person** and filed with the **Policyholder**. The assignment shall be provided to **Us** at the time of claim or at such other time as **We** may require. **We** do not assume the responsibility for the validity of any assignment.

Arbitration

In the event of a dispute under this policy, either **We**, an **Insured Person**, or in the event of **Loss of Life**, an **Insured Person's** beneficiary, may make a written demand for arbitration. Upon an **Insured Person's** consent to proceed with arbitration, **We**, an **Insured Person**, or in the event of **Loss of Life**, an **Insured Person's** beneficiary, will each select an arbitrator. The two arbitrators will select a third. If they cannot agree within fifteen (15) days, then either **We** or an **Insured Person**, or in the event of **Loss of Life**, an **Insured Person's** beneficiary, may request that the choice of arbitrator be submitted to the American Arbitration Association. The arbitration will be held in the State of an **Insured Person's** principal residence.

Each participant shall bear the cost for arbitration and shall share equally in the cost of the umpire and the proceedings.

Arbitration in no way prevents the rights pursuant to New York Insurance Law, section 3221(a)(14).

Beneficiary

A) Designation

An **Insured Person** has the right to designate a beneficiary. The **Primary Insured Person** shall have the sole right to designate a beneficiary for any **Dependent Child** who is a minor. All beneficiary designations must be:

- 1) in writing;
- 2) filed with the **Policyholder** and
- 3) provided to **Us** at the time of claim; or
- 4) at such other time as **We** may require

B) Change

The **Insured Person**, and no one else, unless there is an irrevocable assignment, has the right to change the beneficiary except as set forth above. The **Insured Person** does not need the consent of anyone to do so. All beneficiary changes must be:

- 1) in writing;
- 2) filed with the **Policyholder**, and
- 3) provided to **Us** at the time of claim or at such other time as **We** may require.

We do not assume any responsibility for the validity of these changes.

C) Payment

The **Benefit Amount** for covered **Loss of Life** will be paid to the beneficiary designated by an **Insured Person**. Any **Benefit Amount** payable due to the **Loss of Life** of a **Dependent Child** will be paid to the **Primary Insured Person**, absent any beneficiary designation by the **Dependent Child**.

If an **Insured Person** has not chosen a beneficiary or if there is no beneficiary alive when the **Insured Person** dies, then **We** will pay the **Benefit Amount** for **Loss of Life** to the first surviving party in the following order:

- 1) the **Insured Person's Spouse or Domestic Partner**;
- 2) in equal shares to the **Insured Person's** surviving children;
- 3) in equal shares to the **Insured Person's** surviving parents;
- 4) in equal shares to the **Insured Person's** surviving brothers and sisters;
- 5) the **Insured Person's** estate.

All other **Benefit Amounts** are paid to the **Insured Person**, unless otherwise directed by an **Insured Person** or an **Insured Person's** designee, or unless otherwise noted in this policy.

If any beneficiary has not reached the legal age of majority, then **We** will pay such beneficiary's legal guardian.

Cancellation, Nonrenewal and Grace Period

A) Grace Period

The **Policyholder** is entitled to a grace period of thirty-one (31) days from the premium due date for the payment of premium due. This policy will continue in force during the grace period. The grace period does not apply to the first premium payable during this policy term. Failure to pay the first premium on or before the due date will immediately terminate this policy as of inception. **We** are not required to provide notification of such termination.

B) Cancellation, Nonrenewal

The **Policyholder** may cancel this policy, or any of its individual insurance benefits, by sending **Us** written notice stating when cancellation is to take effect. The effective date of cancellation may not be earlier than the date notice is postmarked or transmitted.

We may cancel this policy, or any of its individual insurance benefits, if the **Policyholder** fails to pay the premium within the grace period of thirty-one (31) days after the premium due date, except for the first premium due during the Policy Period. **We** will send written notice stating the effective date of cancellation, which will be no earlier than thirty-one (31) days after the premium due date.

We may cancel this policy, or any of its individual insurance benefits, for reasons other than nonpayment of premium by sending written notice stating when thereafter such cancellation shall take effect. If this is a multi-year policy, then **We** may cancel the policy, or any of its individual insurance benefits, by sending written notice at least forty-five (45) days prior to the Anniversary Date shown in the Insuring Agreement.

We may nonrenew this policy by sending written notice at least forty-five (45) days before the expiration date of the Policy Period shown in the Insuring Agreement.

We will send notice of cancellation or nonrenewal to the **Policyholder** at its last known address. If the notice is mailed, proof of mailing will be considered proof of cancellation or nonrenewal.

The **Policyholder** is required to immediately provide notice of cancellation or nonrenewal to all **Insured Persons**.

The earned premium will be computed on a pro-rata basis. Any unearned premium will be returned to the **Policyholder** as soon as practicable.

Certificate

When required by law, **We** will issue to the **Policyholder** for delivery to the **Primary Insured Person** a Certificate of Insurance. The Certificate of Insurance will describe the benefits, exclusions, limitations, and conditions of this policy and state to whom benefits are payable. Any subsequent changes to this policy will also apply to the existing Certificates of Insurance.

Changes

This policy can only be changed by a written endorsement that becomes a part of this policy. The endorsement must be approved by one of **Our** officers and signed by one of **Our** authorized representatives. No agent has the authority to change this policy or waive any of its provisions.

Concealment or Fraud

Insurance under this policy is void if:

- 1) the **Policyholder** or any **Insured Person** has intentionally concealed or misrepresented any material fact relating to this policy before or after a **Loss**; or
- 2) the **Policyholder** or any **Insured Person** files a false report of a **Loss**.

Compliance by Policyholder and Insured Person

We have no duty to provide insurance under this policy unless the **Policyholder**, the **Insured Person** and the beneficiary, if applicable, have fully complied with all the terms and conditions of this policy.

COORDINATION OF BENEFITS

This Coordination of Benefit provision does not apply to medical expenses resulting from disease or illness.

Benefits When You Have Coverage under More than One Plan

This section describes how Benefits under the Policy will be coordinated with those of any other plan that provides benefits to an Insured Person.

When Coordination of Benefits Applies

This coordination of benefits (COB) provision applies when a person has health care coverage under more than one benefit plan.

The order of benefit determination rules described in this section determine which Plan will pay as the Primary Plan. The Primary Plan that pays first pays without regard to the possibility that another Plan may cover some expenses. A Secondary Plan pays after the Primary Plan and may reduce the benefits it pays. This is to prevent payments from all group Plans from exceeding 100 percent of the total Allowable Expense.

Definitions.

For purposes of this section, terms are defined as follows:

1. "Plan" is a form of coverage written on an expense- incurred basis with which coordination is allowed. "Plan" includes: group insurance and group remittance subscriber contracts; uninsured arrangements of group coverage; group coverage through HMO's and other prepayment, group practice and individual practice plans; and blanket contracts, except as stated below.

"Plan" includes the medical benefits coverage in group and individual mandatory automobile "no-fault" and traditional mandatory automobile "fault" type contracts.

"Plan" includes Medicare or other governmental benefits. However, "Plan" shall not include a State plan under Medicaid, and shall not include a law or plan when, by law, its benefits are excess to those of any private insurance plan or other nongovernmental plan.

"Plan" does not include: individual or family:

- (i) insurance contracts;
- (ii) direct-payment subscriber contracts;
- (iii) coverage through health maintenance organizations (HMO's); or
- (iv) coverage under other prepayment, group practice and individual practice plans.

Plan shall not include blanket school accident coverages or such coverages issued to a substantially similar group where the policyholder pays the premium.

Each contract for coverage described above is a separate Plan. If a Plan has two parts and COB rules apply only to one of the two, each of the parts is treated as a separate Plan.

2. A "Primary Plan" is one whose benefits for a person's health care coverage must be determined without taking the existence of any other plan into consideration. A plan is a Primary Plan if either:

- (i) the plan either has no order of benefit determination rules, or it has rules which differ from those included in this provision; or
- (ii) all plans which cover the person use the order of benefit determination rules included in this provision and under those rules the plan determines its benefits first.

There may be more than one Primary Plan (for example, two plans which have no order of benefit determination rules).

3. A "Secondary Plan" is one which is not a Primary Plan. If a person is covered by more than one Secondary Plan, the order of benefit determination rules of this section decide the order in which their benefits are

determined in relation to each other. The benefits of each Secondary Plan may take into consideration the benefits of the Primary Plan or plans and the benefits of any other plan which, under the rules of this section, has its benefits determined before those of that Secondary Plan.

4. "Allowable Expense" means the necessary, reasonable, and customary item of expense for health care, when the item of expense is covered at least in part under any of the plans involved, except where a statute requires a different definition. Dental care, routine vision care, outpatient prescription drugs, and hearing aids are examples of expenses or services that are not Allowable Expenses under the Policy.

When a plan provides benefits in the form of services, the reasonable cash value of each service will be considered as both an Allowable Expense and a benefit paid.

The difference between the cost of a private hospital room and the cost of a semiprivate hospital room is not considered an Allowable Expense under the above definition unless the patient's stay in a private hospital room is medically necessary in terms of generally accepted medical practice.

5. "Claim" means a request that benefits of a plan be provided or paid. The benefits claimed may be in the form of:

- (i) services (including supplies);
- (ii) payment for all or a portion of the expenses incurred; or
- (iii) a combination of subparagraphs (i) and (ii) of this paragraph.

6. "Claim Determination Period" means a calendar year. However, it does not include any part of a year during which a person has no coverage under this Plan, or before the date this COB provision or a similar provision takes effect. During each Claim Determination Period Allowable Expenses are compared with total benefits payable in the absence of COB, to determine:

- (i) whether overinsurance exists; and
- (ii) how much each plan will pay or provide.

As each Claim is submitted, each plan is to determine its liability and pay or provide benefits based upon Allowable Expenses incurred to that point in the Claim Determination Period. But that determination is subject to adjustment as later Allowable Expenses are incurred in the same Claim Determination Period.

Order of Benefit Determination Rules

When two or more Plans pay benefits, the rules for determining the order of payment are as follows:

- A. The Primary Plan pays or provides its benefits as if the Secondary Plan or Plans did not exist.
- B. A Plan that does not contain a coordination of benefits provision that is consistent with this provision is always primary. There are two exceptions: (i) coverage that is obtained by virtue of membership in a group that is designed to supplement a part of a basic package of benefits may provide that the supplementary coverage shall be excess to any other parts of the Plan provided by the contract holder, and (ii) any noncontributory group or blanket insurance coverage which is in force on January 1, 1987 which provides excess major medical benefits intended to supplement any basic benefits on a covered person may continue to be excess to such basic benefits.
- C. A Plan may consider the benefits paid or provided by another Plan in determining its benefits only when it is secondary to that other Plan.
- D. The first of the following rules that describes which Plan pays its benefits before another Plan is the rule to use.

1. Non-Dependent or Dependent. The Plan that covers the person other than as a dependent, for example as an employee, member, subscriber or retiree is primary and the Plan that covers the person as a dependent is secondary. However, if the person is a Medicare beneficiary and, as a result of federal law, Medicare is secondary to the Plan covering the person as a dependent; and primary to the Plan covering the person as other than a dependent (e.g. a retired employee); then the order of benefits between the two Plans is reversed so that the Plan covering the person as an employee, member, subscriber or retiree is secondary and the other Plan is primary.

2. Child Covered Under More Than One Plan. The order of benefits when a child is covered by more than one Plan is:

a. The Primary Plan is the Plan of the parent whose birthday is earlier in the year if the parents are not separated or divorced. If both parents have the same birthday, the Plan that covered either of the parents longer is primary. If the other plan does not have the rule described above, but instead has a rule based upon the gender of the parent, and if, as a result, the plans do not agree on the order of benefits, the rule in the other plan will determine the order of benefits;

b. If the parents are separated or divorced, the order of benefits is:

- 1) The Plan of the custodial parent;
- 2) The Plan of the spouse of the custodial parent; and then
- 3) The Plan of the noncustodial parent.

c. If the specific terms of a court decree state that one of the parents is responsible for the child's health care expenses or health care coverage and the Plan of that parent has actual knowledge of those terms, that Plan is primary. This rule applies to claim determination periods or plan years commencing after the Plan is given notice of the court decree.

3. Active or inactive employee. The Plan that covers a person as an employee who is neither laid off nor retired is primary. The same would hold true if a person is a dependent of a person covered as a retiree and an employee. If the other Plan does not have this rule, and if, as a result, the Plans do not agree on the order of benefits, this rule is ignored, provided an individual as a retired worker and as a dependent of an actively working spouse will be determined under the rule labeled D(1).

4. Longer or shorter length of coverage. The Plan that covered the person as an employee, member, subscriber or retiree longer is primary. To determine the length of time a person has been covered under a plan, two plans shall be treated as one if the claimant was eligible under the second within 24 hours after the first ended. Thus, the start of a new plan does not include:

- a. a change in the amount or scope of a plan's benefits;
- b. a change in the entity which pays, provides or administers the plan's benefits; or
- c. a change from one type of plan to another (such as, from a single employer plan to that of a multiple employer plan)

5. If a husband or wife is covered under this Plan as a Subscriber and as an Enrolled Dependent, the dependent benefits will be coordinated as if they were provided under another Plan, this means the Subscriber's benefit will pay first.

Effect on the Benefits of This Plan.

When this Plan is secondary, it may reduce its benefits so that the total benefits paid or provided by all Plans during a claim determination period are not more than 100 percent of total Allowable Expenses. The difference between the benefit payments that this Plan would have paid had it been the Primary Plan, and the benefit payments that it actually paid or provided shall be recorded as a benefit reserve for the Covered Person and used by this Plan to pay any Allowable Expenses, not otherwise paid during the claim determination period. As each claim is submitted, this Plan will:

1. Determine its obligation to pay or provide benefits under its contract;
2. Determine whether an overpayment has been recorded for the Covered Person; and
3. Determine whether there are any unpaid Allowable Expenses during that claims determination period.

If there is an overpayment, the Secondary Plan will use the Insured Person's overpayment to pay up to 100 percent of total Allowable Expenses incurred during the claim determination period. At the end of the claims determination period, the overpayment amount returns to zero, so that no overpayment is made at the end of the claim determination period.

Right to Receive and Release Needed Information.

Certain facts about health care coverage and services are needed to apply these COB rules and to determine benefits payable under this Plan and other Plans. We may get the facts we need from, or give them to, other organizations or persons for the purpose of applying these rules and determining benefits payable under this Plan and other Plans covering the person claiming benefits.

We need not tell, or get the consent of, any person to do this. Each person claiming benefits under this Plan must give us any facts we need to apply those rules and determine benefits payable. If you do not provide us the information we need to apply these rules and determine the Benefits payable, your claim for Benefits will be denied.

Claim Notice

Written Claim Notice must be given to **Us** or any of **Our** brokers or appointed agents within twenty (20) days after the occurrence or commencement of any **Loss** covered by this policy or as soon as reasonably possible. Notice must include enough information to identify the **Insured Person** and **Policyholder**. Failure to give Claim Notice within twenty (20) days will not invalidate or reduce any otherwise valid claim if notice is given as soon as reasonably possible.

Claim Forms

When **We** receive notice of a claim, **We** will send the **Insured Person** or the **Insured Person's** designee, within fifteen (15) days, forms for giving **Proof of Loss** to **Us**. If the **Insured Person** or the **Insured Person's** designee does not receive the forms, then the **Insured Person** or an **Insured Person's** designee should send **Us** a written description of the **Loss**. This written description should include information detailing the occurrence, type and extent of the **Loss** for which the claim is made.

Claim Proof of Loss

For claims involving disability, complete **Proof of Loss** must be given to **Us** within ninety (90) days after commencement of the period for which **We** are liable. Subsequent written proof of the continuance of such disability must be given to **Us** at such intervals as **We** may reasonably require.

Failure to give complete **Proof of Loss** within these time frames will not invalidate or reduce any otherwise valid claim if notice is given as soon as reasonably possible.

For all claims except those involving disability, complete **Proof of Loss** must be given to **Us** within ninety (90) days after the date of **Loss**, or as soon as reasonably possible.

Claim Payment

For benefits payable involving disability, **We** will pay the **Insured Person** the applicable **Benefit Amount** no less frequently than monthly during the period for which **We** are liable. All payments by **Us** are subject to receipt of complete **Proof of Loss**.

For all benefits payable under this policy except those for disability, **We** will pay the **Insured Person** or beneficiary the applicable **Benefit Amount** within sixty (60) days after **We** receive complete **Proof of Loss** if the **Insured Person**, the **Policyholder** and beneficiary, where applicable, have complied with all the terms of this policy.

Claim External Appeal

I. INSURED PERSON'S RIGHT TO AN EXTERNAL APPEAL

Under certain circumstances, an **Insured Person** has a right to an external appeal of a denial of coverage. Specifically, if **We** have denied coverage on the basis that the service is not medically necessary or is an experimental or investigational treatment, the **Insured Person** or his or her representative may appeal that decision to an external appeal agent, an independent entity certified by the State to conduct such appeals.

II. INSURED PERSON'S RIGHT TO APPEAL A DETERMINATION THAT A SERVICE IS NOT MEDICALLY NECESSARY

If **We** have denied coverage on the basis that the service is not medically necessary, the **Insured Person** may appeal to an external appeal agent if the following two (2) criteria are satisfied:

- 1) The service, procedure, or treatment must otherwise be a covered benefit under the Policy; and
- 2) The **Insured Person** must have received a final adverse determination through **Our** internal appeal process and **We** must have upheld the denial or **We** and the **Insured Person** must agree to waive any internal appeal.

III. INSURED PERSON'S RIGHT TO APPEAL A DETERMINATION THAT A SERVICE IS EXPERIMENTAL OR INVESTIGATIONAL

If an **Insured Person** has been denied coverage on the basis that the service is an experimental or investigational treatment, such **Insured Person** must satisfy the following two (2) criteria:

- 1) The service must otherwise be a covered benefit under this Policy; and
- 2) The **Insured Person** must have received a final adverse determination through the **Our** internal appeal process and **We** must have upheld the denial or **We** and the **Insured Person** must agree in writing to waive any internal appeal.

In addition, the **Insured Person's** attending physician must certify that such **Insured Person** has a life-threatening or disabling condition or disease. A "life-threatening condition or disease" is one which, according to the current diagnosis of the attending physician, has a high probability of death. A "disabling condition or disease" is any medically determinable physical or mental impairment that can be expected to result in death, or that has lasted or can be expected to last for a continuous period of not less than twelve (12) months, which renders the **Insured Person** unable to engage in any substantial gainful activities. In the case of a child under the age of eighteen (18), a "disabling condition or disease" is any medically determinable physical or mental impairment of comparable severity.

The **Insured Person's** attending physician must also certify that the life-threatening or disabling condition or disease is one for which standard health services are ineffective or medically inappropriate or one for which there does not exist a more beneficial standard service or procedure covered by the Policy or one for which there exists a clinical trial (as defined by law).

In addition, the **Insured Person's** attending physician must have recommended one of the following:

- 1) A service, procedure or treatment that two (2) documents from available medical and scientific evidence indicate is likely to be more beneficial to the **Insured Person** than any standard

covered service (only certain documents will be considered in support of this recommendation - the attending physician should contact the State in order to obtain current information as to what documents will be considered or acceptable); or

- 2) A clinical trial for which the **Insured Person** is eligible (only certain clinical trials can be considered)

For purposes of this section, the attending physician must be a licensed, board-certified or board eligible physician qualified to practice in the area appropriate to treat the **Insured Person's** life-threatening or disabling condition or disease.

IV. THE EXTERNAL APPEAL PROCESS

If, through **Our** internal appeal process, the **Insured Person** has received a final adverse determination upholding a denial of coverage on the basis that the service is not medically necessary or is an experimental or investigational treatment, the **Insured Person** has forty-five (45) days from receipt of such notice to file a written request for an external appeal. If **We** and the **Insured Person** have agreed in writing to waive any internal appeal, the **Insured Person** has forty-five (45) days from receipt of such waiver to file a written request for an external appeal. **We** will provide an external appeal application with the final adverse determination issued through **Our** internal appeal process or **Our** written waiver of an internal appeal.

The **Insured Person** may also request an external appeal application from the New York State Insurance Department at 1-800-400-8882. Submit the completed application to the Insurance Department at the address indicated on the application. If the **Insured Person** satisfies the criteria for an external appeal, the State will forward the request to a certified external appeal agent.

The **Insured Person** will have an opportunity to submit additional documentation with his or her request. If the external appeal agent determines that the information submitted represents a material change from the information on which **We** based **Our** denial, the external appeal agent will share this information with **Us** in order for **Us** to exercise **Our** right to reconsider **Our** decision. If **We** choose to exercise this right, **We** will have three (3) business days to amend or confirm **Our** decision. Please note that in the case of an expedited appeal (described below), **We** do not have a right to reconsider **Our** decision.

In general, the external appeal agent must make a decision within thirty (30) days of receipt of the **Insured Person's** completed application. The external appeal agent may request additional information from the **Insured Person**, the **Insured Person's** physician, or **Us**. If the external appeal agent requests additional information, it will have five (5) additional business days to make its decision. The external appeal agent must notify the **Insured Person** in writing of its decision within two (2) business days.

If the **Insured Person's** attending physician certifies that a delay in providing the service that has been denied poses an imminent or serious threat to such **Insured Person's** health, the **Insured Person** may request an expedited external appeal. In that case, the external appeal agent must make a decision within three (3) days of receipt of the completed application. Immediately after reaching a decision, the external appeal agent must try to notify the **Insured Person** and **Us** by telephone or facsimile of that decision. The external appeal agent must also notify the **Insured Person** in writing of its decision.

If the external appeal agent overturns **Our** decision that a service is not medically necessary or approves coverage of an experimental or investigational treatment, **We** will provide coverage subject to the other terms and conditions of this Policy. Please note that if the external appeal agent approves coverage of an experimental or investigational treatment that is part of a clinical trial, **We** will only cover the costs of services required to provide treatment to the **Insured Person** according to the design of the trial. **We** shall not be responsible for the costs of investigational drugs or devices, the costs of non-health care services, the costs of managing research, or costs which would not be covered under this subscriber contract for non-experimental or non-investigational treatments provided in such clinical trial.

The external appeal agent's decision is binding on both the **Insured Person** and **Us**. The external appeal agent's decision is admissible in any court proceeding.

V. INSURED PERSON'S RESPONSIBILITIES

It is the **Insured Person's RESPONSIBILITY** to initiate the external appeal process. The **Insured Person** may initiate the external appeal process by filing a completed application with the New York State Insurance Department. The **Insured Person** may appoint a representative to assist with the **Insured Person's** external appeal request, however, the Insurance Department may contact the **Insured Person** and request that the **Insured Person** confirm in writing that he or she has appointed such representative.

Under New York State law, the Insured Person's completed request for appeal must be filed within forty-five (45) days of either the date upon which the Insured Person receives written notification from Us that We have upheld a denial of coverage or the date upon which the Insured Person receives a written waiver of any internal appeal. We have no authority to grant an extension of this deadline.

COVERED SERVICES/EXCLUSIONS

In general, **We** do not cover experimental or investigational treatments. However, **We** shall cover an experimental or investigational treatment approved by an external appeal agent. If the external appeal agent approves coverage of an experimental or investigational treatment that is part of a clinical trial, **We** will only cover the costs of services required to provide treatment to the **Insured Person** according to the design of the trial. **We** shall not be responsible for the costs of investigational drugs or devices, the costs of non-health care services, the costs of managing research, or costs which would not be covered under this Policy for non-experimental or non-investigational treatments provided in such clinical trial.

Claim and Suit Cooperation

In the event of a claim under this policy, the **Policyholder**, the **Insured Person** or the beneficiary, if applicable, must fully cooperate with **Us** in **Our** handling of the claim, including, but not limited to, the timely submission of all medical and other reports, and full cooperation with all physical examinations and autopsies that **We** may require. If **We** are sued in connection with a claim under this policy, then the **Policyholder**, the **Insured Person** or the beneficiary must fully cooperate with **Us** in the handling of such suit. The **Policyholder**, the **Insured Person** or the beneficiary must not, except at their own expense, voluntarily make any payment or assume any obligation in connection with any suit without **Our** prior written consent.

Entire Contract and Application

This policy, the **Policyholder's** application and the **Primary Insured Person's** application, if any, together with the endorsements attached to this policy, constitute the entire contract of insurance. If an application is completed by the **Policyholder** or **Primary Insured Person** in connection with this policy, then **We** will attach the application to the policy when the policy is issued.

Examination Under Oath

We have a right to examine under oath, as often as **We** may reasonably require, an **Insured Person**, the **Policyholder** or the beneficiary. **We** may also require the **Insured Person**, the **Policyholder** or the beneficiary to provide a signed description of the circumstances surrounding the **Loss** and their interest in the **Loss**. An **Insured Person**, the **Policyholder** and the beneficiary will also produce all records and documents requested by **Us** and will permit **Us** to make copies of such records or documents.

Governing Jurisdiction and Conformance With Statutes

This policy is governed by the laws of the jurisdiction in which it is delivered to the **Policyholder**. Any terms of this policy which are in conflict with the applicable statutes, laws or regulations of the jurisdiction in which this policy is delivered are amended to conform to such statutes, laws or regulations. Any terms of a certificate which are in conflict with the applicable statutes, laws or regulations of the jurisdiction in which the certificate is delivered are amended to conform to the statutes, laws or regulations of the jurisdiction.

Inadvertent Error

The insurance provided under this policy will not be prejudiced by the failure on the part of the **Policyholder** to transmit reports, collect and remit premium or comply with any of the terms and conditions of this policy when such failure is due to an inadvertent error or clerical mistake, provided that such inadvertent error or clerical mistake is corrected promptly upon discovery.

An inadvertent error or clerical mistake by **Us** or by the **Policyholder** may be corrected upon discovery with notice by the **Policyholder** to **Us** or by **Us** to the **Policyholder**.

Informational and Advertising Material

The **Policyholder** and its representatives must gain **Our** prior written approval of all material used for advertising and solicitation relating to this policy, regardless of the medium in which such material appears. **We** will not be responsible for any increase in payment or any changes in insurance resulting from such materials that have not been approved by **Us**.

Legal Action Against Us

No legal action may be brought to recover on this policy until sixty (60) days after **We** have been given complete **Proof of Loss**. No such action may be brought after three (3) years from the time complete **Proof of Loss** is required to be given. No such action may be brought unless there has been full compliance with all of the terms of this policy.

In no case will **We** be liable for benefits that are not payable under the terms of this policy or that exceed the applicable **Benefit Amounts** or limits of insurance of this policy.

Liberalization

If **We** adopt any changes:

- 1) within forty-five (45) days prior to the policy effective date shown in the Insuring Agreement; or
- 2) during the Policy Period,

which broaden this insurance without an additional premium charge, then the **Insured Person** will automatically receive the benefit of the broadened insurance.

Newly Acquired or Newly Formed Organizations

If the **Policyholder** acquires or forms another entity that becomes a **Subsidiary**, then at the **Policyholder's** request, **We** will enroll all eligible employees of such **Subsidiary** as soon as possible subject to the following requirements:

- 1) all eligible employees of such **Subsidiary** fit the **Class** Description shown in Section I of the Schedule of Benefits
- 2) the **Subsidiary** is acquired or formed during the Policy Period;
- 3) the **Policyholder** reports the name of the **Subsidiary** within ninety (90) day(s) after its acquisition or formation together with such information that **We** at our sole discretion may require to determine the additional premium; and
- 4) the **Policyholder** pays the additional required premium.

Item three (3) above does not apply to a **Subsidiary** with less than 100 eligible employees unless the number of eligible employees for such **Subsidiary** exceeds ten percent (10%) of the insured group.

This insurance does not apply if the **Policyholder** advises **Us** in writing that it does not seek insurance under this policy for such newly acquired or formed **Subsidiary**.

Physical Examination and Autopsy

We have the right to have an **Insured Person** examined by a **Physician** approved by **Us**, as often as reasonably necessary while a claim is open. **We** may also have an autopsy done by a **Physician**, unless prohibited by law. Any examinations or autopsies that **We** require will be done at **Our** expense.

Premium Payment

The **Policyholder** will collect and remit to **Us** all premium due under this policy, subject to the grace period.

Premium is adjustable. The earned premium is calculated for each reporting period based on the applicable rates and exposures. The **Policyholder** must keep records of the information **We** need to calculate the premium and send **Us** copies of these records for each reporting period.

The earned premium will be computed on a pro-rata basis. Any unearned premium will be remitted to the **Policyholder** as soon as practicable.

Premium Provisions

The **Policyholder** will pay all required premium due under this policy, subject to the grace period. Annual Premiums and Deposit Premiums are due at the beginning of the Policy Period and each future Anniversary Date unless otherwise indicated on the Premium Summary.

If premiums are adjustable, then **We** will compute the earned premium for each audit reporting period based on the applicable rates and exposures. The **Policyholder** must keep records of the information **We** need to perform the adjustment and send **Us** copies at **Our** request.

If the policy is written subject to adjustment shown in the Premium Schedule, then the **Policyholder** must report to **Us** the complete information for the reporting period shown in the Premium Summary. The **Policyholder** must submit the reports within the specified number of days after the end of each Reporting Period.

At the earlier of the end of the Policy Period or the policy termination, earned premium will be determined based on the reported values or exposures. If the resulting earned premium is less than the Deposit Premium, if any, then **We** will return the excess to the **Policyholder**. If the resulting earned premium is greater than the Deposit Premium, if any, then **We** will bill the **Policyholder** for the additional premium. The **Policyholder** will pay **Us**, within thirty (30) days, any additional premium generated from the premium adjustment.

Premium Rate Change

We may change the premium rates for this policy on the Anniversary Date. **We** will give the **Policyholder** at least forty-five (45) days prior written notice of such change.

Records and Audit

We may examine the **Policyholder's** books and records relating to this policy at any reasonable time during the policy term and up to three (3) years after expiration of this policy or until final adjustment and settlement of all claims under this policy, whichever is later.

The **Policyholder** must maintain information pertaining to **Insured Persons** including but not limited to each **Insured Person's** **Benefit Amount**, **Class**, **Salary**, enrollment form, if any, and beneficiary designations or assignments.

Statements by Policyholder or Insured Person and Incontestability

We will not use any statements, except fraudulent misstatements, made by the **Policyholder** or the **Insured Person** to void the insurance or reduce benefits payable under this policy, or to otherwise contest the validity of this policy, unless such statements are contained in a written document signed by the **Policyholder** or the **Insured Person**. If We rely on such statements for this purpose, then We will provide a copy of the written document to the ~~Policyholder~~, the **Insured Person** or the **Insured Person's** designee or beneficiary, as appropriate. **SPECIMEN**

We will consider all statements made by the **Policyholder** and the **Insured Person** to be representations and not warranties.

Except for nonpayment of premium, We will not use statements made by the **Policyholder** or the **Insured Person** regarding insurability to contest the validity of this policy when the statements are made more than two (2) years after this policy has been in force during the **Insured Person's** lifetime.

Nothing in this section will preclude Us from asserting at any time defenses based upon a claimant's ineligibility for insurance under this policy, or upon any other policy provision or condition.

Titles of Paragraphs

The titles of the various paragraphs of this policy and any endorsements attached to this policy are inserted solely for convenience of reference and do not limit or affect in any way the provisions to which they relate.

Workers' Compensation

The benefits payable under this policy are not in lieu of and do not affect any requirement for workers' compensation insurance.

FACTS		WHAT DOES THE CHUBB GROUP DO WITH YOUR PERSONAL INFORMATION?	
Why?	Insurance companies choose how they share your personal information. Federal and state law gives consumers the right to limit some but not all sharing. Federal and state law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.		
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> • Social Security number and payment history • insurance claim history and medical information • account transactions and credit scores <p>When you are no longer our customer, we continue to share information about you as described in this notice.</p>		
How?	All insurance companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons insurance companies can share their customers' personal information; the reasons the Chubb Group chooses to share; and whether you can limit this sharing.		
Reasons we can share your personal information		Does Chubb share?	Can you limit this sharing?
For our everyday business purposes - such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus		Yes	No
For our marketing purposes - to offer our products and services to you		Yes	No
For joint marketing with other financial companies		Yes	No
For our affiliates' everyday business purposes - information about your transactions and experiences		Yes	No
For our affiliates' everyday business purposes - information about your creditworthiness		No	We don't share
For our affiliates to market to you		No	We don't share
For nonaffiliates to market to you		No	We don't share
Questions?	Call 1-800-258-2930 or go to https://www2.Chubb.com/us-en/privacy.aspx		

Who is providing this notice?	The Chubb Group. A list of these companies is located at the end of this document.
What we do	
How does Chubb Group protect my personal information?	<p>To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.</p> <p>We restrict access to personal information to our employees, affiliates' employees, or others who need to know that information to service the account or to conduct our normal business operations.</p>
How does Chubb Group collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> • apply for insurance or pay insurance premiums • file an insurance claim or provide account information • give us your contact information <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> • sharing for affiliates' everyday business purposes - information about your creditworthiness • affiliates from using your information to market to you • sharing for nonaffiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.</p>
Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • Our affiliates include those with a Chubb name and other companies, such as Westchester Fire Insurance Company and Great Northern Insurance Company.
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • Chubb does not share with nonaffiliates so they can market to you.
Joint marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> • Our joint marketing partners include categories of companies such as banks.

Other important information

For Insurance Customers in AZ, CA, CT, GA, IL, MA, ME, MN, MT, NV, NC, NJ, OH, OR, and VA only: Under state law, under certain circumstances, you have the right see the personal information about you that we have on file. To see your information, write Chubb Group, Attention: Privacy Inquiries, 202 Hall's Mill Road, P.O. Box 1600, Whitehouse Station, NJ 08889-1600. Chubb may charge a reasonable fee to cover the costs of providing this information. If you think any of the information is not accurate, you may write us. We will let you know what actions we take. If you do not agree with our actions, you may send us a statement. If you want a full description of privacy rights that we will protect in accordance with the law in your home state, please contact us and we will provide it. We may disclose information to certain third parties, such as law enforcement officers, without your permission.

For Nevada residents only: We may contact our existing customers by telephone to offer additional insurance products that we believe may be of interest to you. Under state law, you have the right to opt out of these calls by adding your name to our internal do-not-call list. To opt out of these calls, or for more information about your opt out rights, please contact our customer service department. You can reach us by calling 1-800-258-2930, emailing us at privacyinquiries@Chubb.com, or writing to Chubb Group, Attention: Privacy Inquiries, 202 Hall's Mill Road, P.O. Box 1600, Whitehouse Station, NJ 08889-1600. You are being provided this notice under Nevada state law. In addition to contacting Chubb, Nevada residents can contact the Nevada Attorney General for more information about your opt out rights by calling 775-684-1100, emailing bcpinfo@ag.state.nv.us, or by writing to: Office of the Attorney General, Nevada Department of Justice, Bureau of Consumer Protection: 100 North Carson Street, Carson City, NV 89701.

For Vermont residents only: Under state law, we will not share information about your creditworthiness within our corporate family except with your authorization or consent, but we may share information about our transactions or experiences with you within our corporate family without your consent.

Chubb Group Companies Providing This Notice

This notice is being provided by the following Chubb Group companies to their customers located in the United States: ACE American Insurance Company, ACE Capital Title Reinsurance Company, ACE Fire Underwriters Insurance Company, ACE Insurance Company of the Midwest, ACE Life Insurance Company, ACE Property and Casualty Insurance Company, Agri General Insurance Company, Atlantic Employers Insurance Company, Bankers Standard Fire and Marine Company, Bankers Standard Insurance Company, Century Indemnity Company, Chubb Custom Insurance Company, Chubb Indemnity Insurance Company, Chubb Insurance Company of New Jersey, Chubb Lloyds Insurance Company of Texas, Chubb National Insurance Company, Executive Risk Indemnity Inc., Executive Risk Specialty Insurance Company, Federal Insurance Company, Great Northern Insurance Company, Illinois Union Insurance Company, Indemnity Insurance Company of North America, Insurance Company of North America, Pacific Employers Insurance Company, Pacific Indemnity Company, Penn Millers Insurance Company, Texas Pacific Indemnity Company, Vigilant Insurance Company, Westchester Fire Insurance Company and Westchester Surplus Lines Insurance Company.

Chubb Group

Notice of HIPAA Privacy Practices for Protected Health Information

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

This notice is effective as of June 15, 2018.

The Chubb Group of Companies, as affiliated covered and hybrid entities, (the "Company") is required by law to take reasonable steps to ensure the privacy of your personally identifiable health information, and to inform you about:

- The Company's uses and disclosures of Protected Health Information ("PHI")
- Your privacy rights with respect to your PHI;
- The Company's duties with respect to your PHI;
- Your right to file a complaint with the Company and to the Secretary of the U.S. Department of Health and Human Services ("HHS"), and
- The person or office to contact for further information regarding the Company's privacy practices.

PHI includes all individually identifiable health information transmitted or maintained by the Company, regardless of form (e.g. oral, written, electronic).

A federal law, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), regulates PHI use and disclosure by the Company. You may find these rules at 45 Code of Federal Regulations Parts 160 and 164. This notice attempts to summarize the regulations. The regulations will supersede any discrepancy between the information in this notice and the regulations.

I. Notice of PHI Uses and Disclosures

A. Required Uses and Disclosures

Upon your request, the Company is required to give you access to certain PHI in order to inspect and copy it.

Use and disclosure of your PHI may be required by the Secretary of Health and Human Services to investigate or determine the Company's compliance with the privacy regulations.

B. Uses and Disclosures to Carry Out Treatment, Payment, and Health Care Operations

The Company and its business associates will use PHI without your consent, authorization or opportunity to agree or object to carry out treatment, payment and health care operations. The Company also may also disclose PHI to a plan sponsor for purposes related to treatment, payment and health care operations and as otherwise permitted under HIPAA to the extent the plan documents restrict the use and disclosure of PHI as required by HIPAA.

Treatment is the provision, coordination or management of health care and related services. It also includes but is not limited to consultations and referrals between one or more of your providers. For example, the Company may disclose to a treating orthodontist the name of your treating dentist so that the orthodontist may ask for your dental X-rays from the treating dentist.

Payment includes, but is not limited to, actions to make coverage determinations and payment (including establishing employee contributions, claims management, obtaining payment under a contract of reinsurance, utilization review and pre-authorizations). For example, the Company may tell a doctor whether you are eligible for coverage or what percentage of the bill will be paid by the Company.

Health care operations include, but are not limited to, underwriting, premium rating and other insurance activities relating to creating or reviewing insurance contracts. It also includes disease management, case management, conducting or arranging for medical review, legal services and auditing functions including fraud and abuse compliance programs, business planning and development, business management and general administrative activities. For example, the Company may use information about your claims to refer you to a disease management program, project future benefit costs or audit the accuracy of its claims processing functions. The Company will not use or disclose PHI that is genetic information for underwriting purposes.

The Company also may contact you to provide appointment reminders or information about treatment alternatives or health-related benefits and services that may be of interest to you.

C. Uses and Disclosures that Require Your Written Authorization

The Company will not use or disclose your PHI for the following purposes without your specific, written authorization:

- Use and disclosure of psychotherapy notes, except for your treatment, Company training programs, or to defend Company against litigation filed by you.
- Use and disclosure for marketing purposes, except for face to face communications with you.
- Use and disclosure that constitute the sale of your PHI. The Company does not sell the PHI of its customers.

Except as otherwise indicated in this notice, uses and disclosures of PHI will be made only with your written authorization subject to your right to revoke such authorization. You may revoke an authorization by submitting a written revocation to the Company at any time. If you revoke your authorization, the Company will no longer use or disclose your PHI under the authorization. However, any use or disclosure made in reliance of your authorization before its revocation will not be affected.

D. Uses and Disclosures Requiring Authorizations or Opportunity to Agree or Disagree Prior to the Use or Release

If you authorize in writing the Company to use or disclose your own PHI, the Company may proceed with such use or disclosure without meeting any other requirements and the use or disclosure shall be consistent with the authorization.

Disclosure of your PHI to family members, other relatives or your close personal friends is allowed if:

- The information is directly relevant to the family or friend's involvement with your care or payment for that care; and
- You have either agreed to the disclosure or have been given an opportunity to object and have not objected.

E. Uses and Disclosures for which Consent, Authorization or Opportunity to Object is Not Required

Use and disclosure of your PHI is allowed without your authorization or request under the following circumstances:

(1) When required by law.

(2) When permitted for purposes of public health activities, including when necessary to report product defects and to permit product recalls and to conduct post-market surveillance. PHI may also be used or disclosed if you have been exposed to a communicable disease or are at risk of spreading a disease or condition, if authorized by law.

(3) When authorized by law to report information about abuse, neglect or domestic violence. In such case, the Company will promptly inform you that such a disclosure has been or will be made unless that notice would cause a risk of serious harm. For the purpose of reporting child abuse or neglect, it is not necessary to inform the minor that such a disclosure has been or will be made. Disclosure may generally be made to the minor's parents or other representatives although there may be circumstances under federal or state law where the parents or other representatives may not be given access to the minor's PHI.

(4) The Company may disclose your PHI to a public health oversight agency for oversight activities authorized by law. This includes uses or disclosures in civil, administrative or criminal investigations; inspections; licensure or disciplinary actions (for example, to investigate complaints against providers); and other activities necessary for appropriate oversight of government benefit programs (for example, to investigate Medicare or Medicaid fraud).

(5) The Company may disclose your PHI when required for judicial or administrative proceedings. For example, your PHI may be disclosed in response to a subpoena or discovery request provided certain conditions are met. One of those conditions is that satisfactory assurances must be given to the Company that the requesting party has made a good faith attempt to provide written notice to you, and the notice provided sufficient information about the proceeding to permit you to raise an objection and no objections were raised or were resolved in favor of disclosure by the court or tribunal.

(6) When required for law enforcement purposes (for example, to report certain types of wounds).

(7) For law enforcement purposes, including for the purpose of identifying or locating a suspect, fugitive, material witness or missing person. Also, when disclosing information about an individual who is or is suspected to a victim of a crime but only if the individual agrees to the disclosure or the covered entity is unable to obtain the individual's agreement because of emergency circumstances. Furthermore, the law enforcement official must represent that the information is not intended to be used against the individual, the immediate law enforcement activity would be materially and adversely affected by waiting to obtain the individual's agreement and disclosure is in the best interest of the individual as determined by the exercise of the Company's best judgment.

(8) When required to be given to a coroner or medical examiner for the purpose of identifying a deceased person, determining a cause of death or other duties as authorized by law. Disclosure is permitted to funeral directors, consistent with applicable law, as necessary to carry out their duties with respect to the decedent. The Company may also disclose your PHI to organ procurement organizations.

(9) The Company may use or disclose PHI for government-approved research, subject to conditions.

(10) When consistent with applicable law and standards of ethical conduct if the Company, in good faith, believes the use of disclosure is necessary to prevent or lessen a serious and imminent threat to the health or safety of a person or the public and the disclosure is to a person reasonably able to prevent or lessen the threat, including the target of the threat.

(11) For certain government functions such as related to military service or national security.

(12) When authorized by and to the extent necessary to comply with workers' compensation or other similar programs established by law.

(13) That is "incident to" an otherwise permitted use or disclosure of PHI by the Company.

II. Rights of Individuals

A. Right to Request Restrictions on Use and Disclosure of PHI

You may request the Company to restrict its use and disclosure of your PHI to carry out treatment, payment or health care operations, or to restrict its use and disclosure to family members, relatives, friends or other persons identified by you who are involved in your care or payment for your care. However, the Company may not be required to agree to your request, unless you have paid out of pocket in full for services, depending on the specific facts.

The Company will accommodate reasonable requests to receive communications of PHI by alternative means or alternative locations, such as a location other than your home. The Company will accommodate this request if you state in writing that you would be in danger from receiving communications through the normal means.

You or your personal representative will be required to complete a form to request restrictions on uses and disclosures of your PHI.

Such requests should be made to: Suhey Nevarez, North America Chief Privacy Officer, Chubb Group, 202 Hall's Mill Road, Whitehouse Station, NJ 08889, phone: 1-833-324-9798.

B. Right to Inspect and Copy PHI

You have a right to inspect and obtain a copy of your PHI contained in a "designated record set," for as long as the Company maintains the PHI.

"Protected Health Information" (PHI) includes all individually identifiable health information transmitted or maintained by the Company, regardless of form.

"Designated Record Set" includes the medical records and billing records about individuals maintained by or for a covered health care provider; enrollment, payment, billing, claims adjudication and case or medical management record systems maintained by or for a health plan; or other information used in whole or in part by or for the covered entity to make decisions about individuals. Information used for quality control or peer review analyses and not used to make decisions about individuals is not in the designated record set. **SPECIMEN**

The requested information will be provided within 30 days if the information is maintained on site or within 60 days if the information is maintained offsite. A single 30-day extension is allowed if the Company is unable to comply with the deadline.

You or your personal representative will be required to complete a form to request access to the PHI in your designated record set. Requests for access to PHI should be made to: Suhey Nevarez, North America Chief Privacy Officer, Chubb Group, 202 Hall's Mill Road, Whitehouse Station, NJ 08889, phone: 1-833-324-9798.

If access is denied, you or your personal representative will be provided with a written denial setting forth the basis for the denial, a description of how you may exercise those review rights and a description of how you may complain to the Secretary of Health and Human Services.

C. Right to Amend PHI

You have the right to request the Company to amend your PHI or a record about you in a designated record set for as long as the PHI is maintained in the designated record set.

The Company has 60 days after the request to act on the request. A single 30-day extension is allowed if the Company is unable to comply with the deadline. If the request is denied in whole or part, the Company must provide you with a written denial that explains the basis for the denial. You or your personal representative may then submit a written statement disagreeing with the denial and have that statement included with any future disclosures of your PHI.

Requests for amendment of PHI in a designated record set should be made to: Suhey Nevarez, North America Chief Privacy Officer, Chubb Group, 202 Hall's Mill Road, Whitehouse Station, NJ 08889, phone: 1-833-324-9798.

You or your personal representative(s) will be required to complete a form to request amendment of the PHI in your designated record set.

D. Right to Receive an Accounting of PHI Uses and Disclosures

Upon your request, the Company will provide you with an accounting of disclosures by the Company of your PHI during the six (6) years prior to the date of your request. However, such accounting need not include PHI disclosures made: (1) to carry out treatment, payment or health care operations; (2) to individuals about their own PHI; (3) prior to the compliance date; or (4) based upon your own written authorization.

If the accounting cannot be provided within 60 days, an additional 30 days is allowed if the individual is given a written statement of the reasons for the delay and the date by which the accounting will be provided.

If you request more than one accounting within a 12-month period, the Company will charge a reasonable, cost-based fee for each subsequent accounting.

E. Right to Obtain a Paper Copy of This Notice Upon Request (Even if you have consented to receive this notice electronically)

To obtain a paper copy of this notice contact: Suhey Nevarez, North America Chief Privacy Officer, Chubb Group, 202 Hall's Mill Road, Whitehouse Station, NJ 08889, phone: 1-833-324-9798.

F. Note About Personal Representatives

You may exercise your rights through a personal representative. Your personal representative will be required to produce evidence of his/her authority to act on your behalf before that person will be given access to your PHI or allowed to take any action for you. Proof of such authority may take one of the following forms:

- A power of attorney for health care purposes, notarized by a notary public;
- A court order of appointment of the person as the conservator or guardian of the individual; or
- An individual who is the parent of a minor child.

The Company retains discretion to deny access to your PHI to a personal representative to provide protection to those vulnerable people who depend on others to exercise their rights under these rules and who may be subject to abuse or neglect. This also applies to personal representatives of minors.

III. The Company's Duties

The Company is required by law to maintain the privacy of PHI and to provide individuals (participants and beneficiaries) with notice of its legal duties and privacy practices and to notify affected individuals of a breach of unsecured PHI. The Company is required to abide by the terms of this notice.

The Company reserves the right to change its privacy practices and to apply the changes to any PHI received or maintained by the Company prior to that date. If a privacy practice is changed, a revised version of this notice will be provided to all past and present participants and beneficiaries for whom the Company still maintains PHI. This notice and any revised version of this notice will be posted on the Company's internal website or mailed.

Any revised version of this notice will be distributed within 60 days of the effective date of any material change to the uses or disclosures, the individual's rights, the duties of the Company or other privacy practices stated in this notice.

A. "Minimum Necessary" Standard

When using or disclosing PHI, or when requesting PHI from another covered entity, the Company will make reasonable efforts not to use, disclose or request more than the minimum amount of PHI necessary to accomplish the intended purpose of the use, disclosure or request, taking into consideration practical and technological limitations.

However, the minimum necessary standard will not apply in the following situations:

- Disclosures to or requests by a health care provider for treatment;
- Uses or disclosures made to the individual;
- Disclosures made to the Secretary of HHS;
- Uses or disclosures that are required by law; and
- Uses or disclosures that are required for the Company's compliance with legal regulations.

This notice does not apply to information that has been "de-identified." De-identified information is information that does not identify an individual and with respect to which there is no reasonable basis to believe that the information can be used to identify an individual is not individually identifiable health information.

In addition, the Company may use or disclose "summary health information" to a plan sponsor for obtaining premium bids or modifying, amending or terminating the Company, which summarizes the claims history, claims expenses or type of claims experienced by individuals for whom the Company Sponsor has provided health benefits under the Company; and from which identifying information has been deleted in accordance with HIPAA.

IV. Your Right to File a Complaint with the Company or the HHS Secretary

If you believe that your privacy rights have been violated, you may complain to the Company in care of: Suhey Nevarez, North America Chief Privacy Officer, Chubb Group, 202 Hall's Mill Road, Whitehouse Station, NJ 08889, phone: 1-833-324-9798.

You may file a complaint with the Secretary of the U.S. Department of Health and Human Services, Hubert H. Humphrey Building, 200 Independence Avenue S.W., Washington, D.C. 20201, calling 1-877-696-6775, or visiting www.hhs.gov/ocr/privacy/hipaa/complaints/.

Your complaint must be submitted within 180 days of when you believe the violation occurred. The Company will not retaliate against you for filing a complaint.

V. Contact Information

If you have any questions regarding this notice or the subjects addressed in it, you may contact: Suhey Nevarez, North America Chief Privacy Officer, Chubb Group, 202 Hall's Mill Road, Whitehouse Station, NJ 08889, phone: 1-833-324-9798.

VI. Chubb Group Legal Entities

This following is a list of the Chubb Group companies located in the United States: ACE American Insurance Company, ACE Fire Underwriters Insurance Company, ACE Insurance Company of the Midwest, ACE Life Insurance Company, ACE Property and Casualty Insurance Company, Agri General Insurance Company, Atlantic Employers Insurance Company, Bankers Standard Insurance Company, Century Indemnity Company, Chubb Custom Insurance Company, Chubb Indemnity Insurance Company, Chubb Insurance Company of New Jersey, Chubb Lloyds Insurance Company of Texas, Chubb National Insurance Company, Executive Risk Indemnity Inc. Executive Risk Specialty Insurance Company, Federal Insurance Company, Great Northern Insurance Company, Illinois Union Insurance Company, Indemnity Insurance Company of North America, Insurance Company of North America, Pacific Employers Insurance Company, Pacific Indemnity Company, Penn Millers Insurance Company, Vigilant Insurance Company, Westchester Fire Insurance Company, Westchester Surplus Lines Insurance Company, Combined Insurance Company of America, and Combined Life Insurance Company of New York. These companies have designated themselves as hybrid entities and only those designated health care components identified by such companies are subject to HIPAA. In addition, these companies are legally separate affiliated companies under common ownership and have designated themselves as a single covered entity for purposes of HIPAA compliance.

CHUBB

Federal Insurance Company

Special Risk Insurance Application

Section I Policyholder Information

Name of Policyholder: KENT RECREATION AND PARKS, TOWN OF

Address 25 SYBIL'S CROSSING

City KENT LAKES **State** NY **Zip Code** 10512

Phone Number:

Contact Name:

Effective Date: 01/29/2024

Policy Number: SPEC-IM-EN

INSURANCE REQUESTED

A) CLASS OF INSURED PERSONS

1 All registered players in Kent Little League of the policyholder.

B) PRINCIPAL SUM

1 \$10,000

C) HAZARD

1 Covered Activities

D) ACCIDENTAL DEATH AND DISMEMBERMENT

Class

All

Accidental: SPECIMEN

Benefit Amounts (Percentage of Principal Sum)

Loss of Life	100%
Loss of Speech and Loss of Hearing	100%
Loss of Speech and one of Loss of Hand, Loss of Foot or Loss of Sight of One Eye	100%
Loss of Hearing and one of Loss of Hand, Loss of Foot or Loss of Sight of One Eye	100%
Loss of Hands(Both), Loss of Feet(Both), Loss of Sight or a combination of any two of Loss of Hand, Loss of Foot or Loss of Sight of One Eye	100%
Loss of Hand, Loss of Foot or Loss of Sight of one Eye (Any one of each)	50%
Loss of Speech or Loss of Hearing	50%
Loss of Thumb and Index Finger of the same Hand	25%

E) ADDITIONAL BENEFITS

CLASS	BENEFIT	BENEFIT AMOUNT
1	SPECIMEN Accident Medical Expense	\$10,000 Deductible \$250 Dental Benefit Amount \$1,000 Physical Therapy Benefit Amount \$2,500 Orthopedic Appliance Benefit Amount \$1,000

Aggregate Limit of Insurance

The Aggregate Limit of Insurance applies:

\$100,000 per Accident

Premium

Amount Due \$1,961

Due Date 01/29/2024

Employee Retirement Income Security Act

Is this plan subject to Employee Retirement Income Security Act (ERISA) regulations? (Y/N) _____

Policy Acceptance

The undersigned declares that all information provided in this application and any attachments hereto is true and correct. The undersigned understands that all information provided in this application and any attachments hereto is material to the insurer's decision to provide this insurance, and that insurance will be provided, at the insurer's sole discretion, in reliance upon the truth of such information. It is hereby agreed and understood that this insurance is provided by the **Company** in consideration of payment of the required premium. The insurance under the policy begins on the Effective Date shown in the Insuring Agreement of the policy. The acceptance of the policy terminates any prior policy of the same policy number, effective with the inception of the policy.

Fraud Warning

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

Name of Policyholder: _____

Date

Signature

Title

SPECIMEN



Company Authorized Representative

Annette P. Flaherty

January 5, 2024

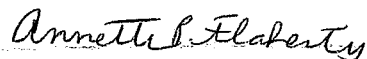
Honorable Kevin L. Douchkoff
Town Justice
Town of Kent Justice Court
25 Sybil's Crossing
Kent Lakes, New York 10512

Dear Judge, Douchkoff,

I will be resigning from my position as Court Clerk for the Town of Kent Justice Court effective January 19th, 2023, (two weeks from today).

The past 5 years working as the Court Clerk for the Town of Kent has allowed me to gain valuable experience, and I am grateful for this. If there is anything I can do to help during the transition, please let me know. I wish you all the best!

Sincerely,



Annette P. Flaherty

cc: Supervisor Jaime McGlasson
Deputy Supervisor, Councilman Chris Ruthven
Councilman Jorma Tompuri
Councilwoman Anne Campbell
Councilman Shaun Boyd

Nancy Yaremko

January 5, 2024

Honorable Kevin Douchkoff
Honorable Timothy Curtiss
Town of Kent Justice Court
25 Sybil's Crossing
Kent Lakes, NY 10512

Dear Judge Douchkoff and Judge Curtiss,

I am writing to inform you of my decision to resign from my position as Part-time Court Clerk at Kent Justice Court. My last working day will be January 16, 2024.

I have enjoyed my time at Kent Justice Court and am grateful for the opportunities I've had to learn and grow within the organization.

Thank you for your support and understanding regarding my decision.

Best regards,



Nancy Yaremko

cc: Supervisor Jamie McGlasson
Deputy Supervisor, Councilman Chris Ruthben
Councilman Jorma Tompuri
Councilwoman Anne Campbell
Councilman Shaun Boyd

BILL REYNOLDS JR. GARAGE DOORS, INC.

1270 ROUTE 311
PATTERSON, NY 12563
(845) 878-3314 FAX: (845) 878-3374

Estimate

DATE	ESTIMATE NO.
1/17/2024	14835

NAME / ADDRESS
TOWN OF KENT RECREATION AND PARKS DEPARTMENT 25 SYBILS CROSSING KENT LAKES, NY 10512

** Chris recommends using Reynolds*

P.O. NO.	TERMS	EST. DATE	SALES...	PHONE #	ALT PHONE #	JOB	LOT #
	50% / 50%	1/17/2024	WMR	EDWIN-845-225...	PARKS@TOWND...	RYANS FIELD	
QTY	MODEL	DESCRIPTION				PRICE ...	TOTAL
1	*CLOPAY 3717	JOB LOCATION: 43 PARK RD, CARMEL NY (RYANS FIELD) SIZE: 10' X 8' CLOPAY COMMERCIAL 26 GAUGE INTERIOR/EXTERIOR SKINS WITH RIBBED,STUCCO EMBOSSED FINISH. 1 3/4in THICK POLYURTHANE INSULATED GARAGE DOOR WITH 16.2 R-VALUE, INSTALLED				2,175.00	2,175.00
1	*SOLID	NO WINDOWS INSTALLED IN THE GARAGE DOOR(S)					0.00
1	*COLOR	DOOR COLOR CHOCOLATE BROWN					0.00
1	*15 R TRACK	15 INCH RADIUS TRACK					0.00
1	*TORSION	TORSION SPRING SYSTEM MOUNTED ON HEADER					0.00
1	*ISL	INSIDE LOCK TO SECURE THE GARAGE DOOR FROM THE INSIDE.					0.00
1	*TD / REMOVE	TAKE DOWN AND REMOVE EXISTING GARAGE DOOR/S, TRACK, AND HARDWARE.				100.00	100.00
1	*VINYL/VINYL	VINYL/VINYL TRIM STOPS TO SEAL AROUND THE EXTERIOR OF THE GARAGE DOOR. (COLOR TO BE DETERMINED)					0.00
	*PAYMENT MET...	50% DEPOSIT REQUIRED TO PLACE THE ORDER. THE FINAL BALANCE IS DUE AT TIME OF INSTALLATION.					0.00
	*AVAILABILITY	CURRENT AVAILABILITY IS APPROXIMATELY 4-5 WEEKS FROM DATE OF DEPOSIT. SUBJECT TO CHANGE (Our office will call you once your product arrives to us, to schedule the installation date.)					0.00
	*MOTOR OPTIO...	\$665 EACH INCLUDES ARB AND 8' RAIL 1/2 HP LIFTMASTER GARAGE DOOR OPENER, MODEL 8365W, SOLID CHAIN DRIVE EACH INSTALLED WITH: 2 REMOTES,1 WALLBUTTON,1 SET PHOTO CELL CAMERAS. BUILT IN WI-FI TECHNOLOGY, SECURITY+ 2.0 SECURITY *PLEASE NOTE: STANDARD 40-60 WATT LIGHT BULBS ARE NOT INCLUDED. PLEASE SUPPLY FOR INSTALLATION. (Phone or Car connection to this unit is the homeowners responsibility)					0.00

(x2) 4,350.00

** requires 50% deposit to place order*

All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will become an extra charge over and above the estimate. Wiring, if needed, for electric operator, is not included in our quotation. We assume no obligations for the physical condition of your masonry etc. All prices subject to change without notice. All agreements contingent upon accidents or delays beyond our control. If outside intervention is required to collect any balance due, I agree to pay any fees due to collection activities, or, we may have a claim against customers property under Lien Laws.
*New Construction sites - framing to be prepared by others

ACCEPTANCE OF PROPOSAL - The above Prices, Specifications, and Terms, are APPROVED, by my Signature (I'M AWARE CANCELLING MUST BE IN WRITING AND RECEIVED WITHIN 3 BUSINESS DAYS OF ORDER, IN PERSON OR MAILED CERTIFIED W/ RETURN RECEIPT REQUESTED). SIGNED X Lic#'s WC-37118-H23, PUT - PC136, CT-H1C.0548101

BILL REYNOLDS JR. GARAGE DOORS, INC.

1270 ROUTE 311
PATTERSON, NY 12563
(845) 878-3314 FAX: (845) 878-3374

Estimate

DATE	ESTIMATE NO.
1/17/2024	14835

NAME / ADDRESS
TOWN OF KENT RECREATION AND PARKS DEPARTMENT 25 SYBILS CROSSING KENT LAKES, NY 10512

P.O. NO.	TERMS	EST. DATE	SALES...	PHONE #	ALT PHONE #	JOB	LOT #

2nd choice



DUTCHESS OVERHEAD DOORS, INC.
40 ARLINGTON AVENUE
POUGHKEEPSIE, NY 12603
(845) 471-1130
(845) 471-2034(Fax)
www.dutchessoverheaddoors.com

Quote



Quote Number: 0080876
Date: 1/8/2024
Salesperson: DWM
Customer Number: KENTREC
Terms: NET 10
PO# _____

Sold To:
TOWN OF KENT- RECREATION DEPT
25 SYBIL'S CROSSING
RECREATION@TOWNOFKENTNY.GOV
VOUCHER NEEDED
KENT CLIFFS, NY 10512
CONTACT: CHRIS
EMAIL: PARKS@TOWNOFKENTNY.GOV
PHONE: C(845) 590-6556

Ship To:
EDWARD RYANS TOWN PARK
43 PARK ROAD
KENT CLIFFS, NY 10512
PHONE: O(845) 225-1805

Item Code	Unit	Ordered	Price	Amount
PROPOSAL # 80876 FURNISH & INSTALL				
/DOOR 100" X 8'0" RAYNOR TM175 INSULATED OVERHEAD DOORS R-VALUE 18.4 COLOR: BROWN NO WINDOWS TORSION SPRINGS / NORMAL HEADROOM TRACKING INTERIOR LOCKING WEATHER STRIPPED REMOVE AND DISPOSE OLD DOORS OPERATOR OPTION: \$810.00 EACH UNIT 2 (TWO) 81550-8 LIFTMASTER BELT DRIVE ELECTRIC OPERATORS 1/2 hp 110 volts 1 phase SAFETY PHOTO EYES, (1) INTERIOR WALL STATION EACH UNIT (1) TRANSMITTER EACH UNIT, (1) U-BAR SUPPORT EACH UNIT NO 110 VOLT WIRING BY DUTCHESS OVERHEAD DOORS	EA	2,000	2,489.500	4,979.000

does not require deposit

Net Order: 4,979.00
Less Discount: 0.00
Sales Tax: 0.00
Total: 4,979.00
Less Deposit: _____
Order Balance:

Note: Openings are to be prepared by others, jams must be plumb and openings square. We assume no obligations for the physical condition of your masonry and disclaim all responsibility for failure of our materials or installation through soft brick, crumbling masonry, etc. Doors will not be painted by us unless definitely mentioned in this quotation. It is agreed that they are to be painted by you, or others immediately after erection, and on both sides, otherwise we cannot be held responsible for the resultant condition of the wood. All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs, will become an extra charge over and above the estimate, wiring for electric operator is not included in our quotation. All prices are subject to change without notice. All agreements contingent upon strikes, accidents or delays beyond our control owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by workers compensation insurance. In the event that Dutchess Overhead Doors is forced to institute collection proceedings due to a default in payment, the purchaser and the undersigned principal owner, officer, director, or member of the Purchaser agrees to be personally liable, jointly and severally, for the prompt payment of the account and any and all expenses incurred in the collection of the account, including actual legal fees, because of the failure to pay the account when due.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be as outlined above. SIGN AND RETURN WITH DEPOSIT



DUTCHESS OVERHEAD DOORS, INC.

By _____
Date _____

By *[Signature]*
Date 1/9/24



Invoice-Garage door Repairs 247-IN-1705...

PDF - 78 KB



Garage door Repairs 24/7
(908) 460-1355
Phone: +12134920760

Billed to

Parks
Email: Parks@townofkentny.gov
Phone number: +18452251805

Invoice
IN-1705586062
Date
18 Jan 2024

Items	Unit Cost	Qty	Price
New Garage door Per each door include the labor	\$2,450.00	1	\$2,450.00

Subtotal \$2,450.00

Total \$2,450.00

x2 = 4,900

Terms & Conditions

Limitation of Liability: We are not responsible for any damages or losses that occur during the course of our services, except for damages or losses caused by our negligence.

All sales are final.

Customer signature

Payments powered by

To pay this invoice

Visit the web link -
<https://scanpay.tech/ijwdy?teamId=21024&key=MjQ1MC4w&qrid=lo49nJcSg>



Scan

Invoice: IN-1705586062

Garage door Repairs 24/7

1/1

Jaime McGlasson

From: Planning Kent
Sent: Friday, January 12, 2024 12:02 PM
To: Jaime McGlasson; Christopher Ruthven
Cc: Claudia Dworaczyk; Lana Cappelli; dinothecat@yahoo.com; dinothecat@yahoo.com; spmcarey@gmail.com; Thomas Faraone
Subject: Planning Board organization for 2024

Please note that Simon Carey, Tom Faraone and Hugo German had a discussion last night before the workshop to discuss the recent appointments for Chairman and Vice Chairman. They decided that it was appropriate to appoint Simon as Chairman and Tom as the Vice Chairman. Hugo will remain on the Board as a member.

Also, Jacky Beshar's term on the Planning Board ended 12/23 and the Planning Board voted to extend her term to begin 1/1/24 and end on 12/31/30.

The Planning Board was advised and agreed with Simon, Tom and Hugo's decision to appoint Simon as Chairman and Tom as Vice Chairman. The Planning Board would greatly appreciate it if this matter could be placed on the next Town Board meeting agenda.

Thanks very much

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

Town of Kent Planning Board
25 Sybil's Crossing
Tel: 845-306-5712

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

Memorandum

Resolution # 1
Year 2024

Date: January 23, 2024
From: The Kent Planning Board
To: The Kent Town Board:
Jaime McGlasson, Supervisor - w/Att Anne Campbell
Shaun Boyd Jorme Tompuri
CC: W. Walters, Building Inspector - w/Att Claudia Dworazak
L. Cappelli, Town Clerk - w/Att Finance Department - w/Att.
Re: **Recommendation to Return an Erosion Control Permit fee and Escrow to:
Mr. Hal McMath
186 Gordon Rd.
Kent, NY 10512
TM: 37.-1-37**

Resolved: On November 9, 2023 the Kent Planning Board reviewed material pertaining to the recommendation noted above and agreed that it was appropriate to forward it to the Town Board for their action.

This bond in the amount of \$75,685.00 was accepted and forwarded to the Kent Town Board for their approval on August 11, 2011. Messrs. Andrews, Barber and Walters have visited the site and found that the property has been stabilized. Therefore, after ensuring that a Maintenance Bond Agreement in the amount of \$1,700.00 (attached) is deducted and all fees have been paid, the Planning Board agreed that it would be appropriate to release all funds remaining in the bond/escrow account to Mr. McMath and to forward this recommendation to the Town Board for their action.

Mr. German asked for a motion to forward this recommendation to the Kent Town Board to release the Erosion Control Bond after deducting \$1,700.00 for the Maintenance Agreement and outstanding fees (copies of invoices attached - \$480.55) in the escrow account. The motion was made by Mr. German and seconded by Mr. Faraone. Following were the roll call votes:

Hugo German, Interim Chairman	<u>Aye</u>
Jacky Beshar	<u>Aye</u>
Simon Carey	<u>Aye</u>
Sabrina Cruz	<u>Absent</u>
Thomas Faraone	<u>Aye</u>
Giancarlo Gattucci	<u>Aye</u>
Richard Morini	<u>Aye</u>
Kathy Doherty, Alternate Member	<u>Aye</u>

The motion carried.

Mr. McMath and I discussed how he wanted to pay the \$1,700.00 bond and the outstanding invoices and he asked that these fees be deducted from his bond in the amount of \$75,685.00. After following his instructions the amount due to Mr. McMath will be \$73,504.45.

Mr. McMath asked that the check be sent to 186 Gordon Road, Kent, NY 10512.

The Planning Board respectfully asks that, if the Town Board is in agreement, they approve the recommendations noted above.

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 November 9, 2023.

Date: January 24, 2024


Vera Patterson

[Type here]

- McMATH Property
186 Gordon Rd., Kent, NY
TM: 31.-1-37 & 38

Return Erosion Control Bond

Mr. McMATH has abandoned this project and he wants to sell the property. The Erosion Control Bond was to have been submitted in three phases, but only one phase was completed. Mr. Battistoni, the Planning Board Attorney, prepared a long-term agreement which is in the amount of \$1,700.00. The new agreement states that someone will visit the site twice a year to ensure everything is in order. This matter will be revisited in about five years. The bond submitted previously is in the amount of \$75,685.00.

Mr. German made a motion to return the erosion control bond in the amount of \$73,504.45 after the outstanding fees have been processed and the \$1,700.00 Long-Term Maintenance Bond has been deducted from the original bond in the amount of \$75,685.00 and to accept the new long-term bond in the amount of \$1,700.00. Mr. Faraone seconded the motion.

The roll call votes were as follows:

Hugo German, Chairman	<u>Aye</u>
Simon Carey, Vice Chairman	<u>Aye</u>
Jacky Beshar	<u>Aye</u>
Sabrina Cruz	<u>Absent</u>
Thomas Faraone	<u>Aye</u>
Giancarlo Gattucci	<u>Aye</u>
Richard Morini	<u>Aye</u>
Kathy Doherty, Alternate Member	<u>Aye</u>

The motion carried.

Jaime McGlasson

From: Planning Kent
Sent: Friday, January 12, 2024 12:20 PM
To: Jaime McGlasson; Jorma Tompuri
Cc: Claudia Dworaczyk; Lana Cappelli; dinothecat@yahoo.com; greico@verizon.net
Subject: Zoning Board appointments for 2024

Please note that the Zoning Board of Appeals discussed the appointments of Chairman and Vice Chairman for the Zoning Board of Appeals at their December meeting

The motion to appoint Gordon Moccio as Chairman was made by Joseph Greico and seconded by Andrew wells and the motion passed.

The motion to appoint Joseph Greico as Vice Chairman was made by Robert Ulich and seconded by Joseph Greico and the motion passed.

The Zoning Board of Appeals would appreciate it very much if the Town Board could put this matter on their next Town Board agenda.

Thanks very much.

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

Town of Kent Planning Board
25 Sybil's Crossing
Tel: 845-306-5612

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

Memorandum

Resolution # 3
Year 2024

Date: February 1, 2024

From: The Kent Planning Board

To: The Kent Town Board:
Jaime McGlasson, Supervisor - w/Att Chris Ruthven
Shaun Boyd Jorne Tompuri
Anne Campbell

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

Re: **Recommendation to Accept an Erosion Control Bond in the amount of \$16,500.00 from:
Mr. Tom Melcher & Ms, Sharon Ruwar
132 Gipsy Trail Road
Kent, NY 10512
TM: 4.-2-62**

Resolved: On December 14, 2023 the Kent Planning Board reviewed material pertaining to the recommendation noted above and agreed that it was appropriate to forward it to the Town Board for their action.

This project proposes the repair/replacement of two existing retaining walls on a residential property associated with a patio and pool area. An Erosion Control Bond is required in the amount of \$16,500.00 and a Final Inspection Fee in the amount of \$1,000.00. The following checks were submitted on February 1, 2024 by Mr. Melcher:

Bank of America Check # 1080 - \$16,500.00
Bank of America Check # 1081 - \$ 1,000.00

Mr. German asked for a motion to forward this recommendation to the Kent Town Board to accept the Erosion Control Bond a, final inspection fee and to move this project to an Administrative track. The motion was made by Mr. German and seconded-by Mr. Faraone. Following were the roll call votes:

Hugo German, Chairman	<u>Aye</u>
Simon Carey, Vice Chairman	<u>Aye</u>
Jacky Beshar	<u>Aye</u>
Sabrina Cruz	<u>Absent</u>
Thomas Faraone	<u>Aye</u>
Giancarlo Gattucci	<u>Aye</u>
Richard Morini	<u>Aye</u>
Kathy Doherty, Alternate Member	<u>Aye</u>

The motion carried.

The Planning Board respectfully asks that, if the Town Board is in agreement, they approve the recommendations noted above.

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 December 14, 2023, 2023.

Date: February 1 2024


Vera Patterson

**EROSION CONTROL PERFORMANCE BOND
FOR
TOM MELCHER & SHARON RUWART/
Dreamwood Retreat, LLC
132 Gipsy Trail Road
Carmel, NY 10512
TM: 43.-2-62**

Bond given by Tom Melcher and Sharon Ruwart, 132 Gipsy Trail Road, Carmel, NY 10512; Tax Map # 43.-2-62 ("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 February 1, 2024.

KNOW ALL PEOPLE BY THESE PRESENTS that the Obligor is held and firmly bound unto the Obligee in the sum of \$16,500.00, along with an initial inspection fee deposit of \$1,000.00 for the payment whereof to the Obligee the said Obligor binds itself, its successors and assigns. This project proposes the repair and replacement of two existing retaining walls, which support a residential patio and pool. This will expand and reconfigure the existing patio areas, install stormwater management practices and provide additional Landscaping.

WHEREAS, Obligor has obtained the approvals from the Obligee for land development activity, as that term is defined in Town of Kent Town Code Chapter 66 (the "Code"), on certain real property located in the Town of Kent, in connection with which erosion and sedimentation controls ("Controls") are required and the Erosion and Sediment Control Plan documents shall be required in accordance with the Code in effect as of the date of this Bond; and

WHEREAS, in conjunction with such Steep Slope and Erosion Control Permit Applications, the Obligor has submitted to the Obligee, documentation pertaining to the proposed plans for repairing and replacing two retaining walls, which support a residential patio and pool. This property will be known as the "Melcher Property" ("Project Plans") and the Erosion and Sediment Control Plan, prepared by Renna Engineering Design, PLLC, 6 Dover Village Plaza, Suite 5, P.O. Box 400, Dover Plains, NY 12522.

WHEREAS, all these plans were reviewed on December 14, 2023 by the Obligee. A conditional approval of land development activity in the nature of a Steep Slope and Erosion Control Permit of plans to support a residential patio and pool. The proposed project is within the NYCDEP East of Hudson watershed and will disturb more than 5,000 SF of land. A Town of Kent Steep Slope and Erosion Control Permit is required as well as coverage under NYSDEC SPDES General Permit for Stormwater Discharges from Construction Activity, GP-0-20-001.

WHEREAS, a condition to the issuance and approval of a Steep Slope and Erosion Control Permit, the Code requires the owner or applicant, prior to construction, to provide the Obligee with a cash escrow in the amount of **\$16,500.00** an irrevocable letter of credit or a certified check drawn upon a national or state bank or other cash equivalent, which guarantees satisfactory completion of the Erosion and Sediment Control Plan, which security shall remain in full force and effect until the Obligor is released from liability by the Town, provided that such a period shall not be less than two years from the date of final acceptance or such other certification that the erosion and sedimentation controls have been completed in accordance with approved Project Plans; and

WHEREAS, the amount of this bond is based upon a recommendation, dated December 14, 2023 by the Planning Board Consulting Engineer to the Planning Board; and

WHEREAS, the Planning Board of the Town of Kent has granted the Erosion Control Permit subject to the posting of two checks made out to the Town of Kent, one in the amount of **\$16,500.00** as a performance guarantee to be deposited into an escrow account pending the completion of the project for which the erosion control measures are necessary; and a second check in the amount of **\$1,000.00** as the initial inspection fee to be held in escrow and used to fund inspections by the Town's consultants during construction and delivered to:

The Kent Planning Board
25 Sybil's Crossing
Kent, NY 10512

No funds may be withdrawn from the said escrow account until a resolution has been duly made by the **Town Board of The Town of Kent**, authorizing such surrender or withdrawal.

When the work shall have been fully completed as required by the conditions and specifications of the Planning Board either by **TOM MELCHER AND/OR SHARON RUWART**, or by the Town of Kent, the aforesaid escrow monies (\$16,500.00 performance bond and remaining money left in the final inspection fee of \$1,000.00) after the work has been completed shall be returned or refunded to **TOM MELCHER** and/or **SHARON RUWART**, except for any portion of the \$16,500.00 used by the Town to perform the approved work or paid by the Town to have the approved work performed.

This bond may not be assigned or transferred without the prior written approval of the **Planning Board and Town Board of The Town of Kent**.

The Obligor hereby expressly authorizes the **Town of Kent**, its agents, employees, engineers, consultants and/or planners to enter upon the Obligor's property for the purpose of inspecting the erosion control system installed and the site work being performed in accordance with the approved plans, provided that the **Town of Kent** provides at least 24 hour notice to **TOM MELCHER** and/or **SHARON RUWART**;

Dated: Feb 1, 2024

TOM MELCHER

By: [Signature]
(Signature)

(Print/Type signatory's name)

TOM MELCHER

(Print/type signatory's title)

Owner/Obligee, TOM MELCHER

STATE OF New York)

) ss.:

COUNTY OF Putnam)

On the 1st day of February, 2024, before me, the undersigned, a notary public in and for said state, personally appeared Tom Melcher & Sharon Ruwart, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

SHARON RUWART

By: [Signature]
(Signature)

(Print/Type signatory's name)

SHARON RUWART

(Print/type signatory's title)

Owner/Obligee, SHARON RUWART

[Signature]
NOTARY PUBLIC

JEANETTE M. KELEMEN
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01KE6382960
Qualified in Dutchess County
Commission Expires November 5, 2026



Lake Carmel Fire Department

851 Route 52
Carmel, NY 10512
Phone: (845) 225-3730 – Fax: (845)225-0460



LB

Chief

Ken Launzinger

1st Asst. Chief

Donald Lowndes

2nd Asst. Chief

Robert Benson

President

Vice President

Eric Ment

Yolanda D Cappelli

Town of Kent

25 Sybil's Crossing

Kent Lakes, N Y 10512

Jan. 15, 2024

Ms Cappelli:

KENT TOWN CLERK
2024 JUN 17 PM12:57

We the undersigned certify that the enclosed list includes all members who have successfully qualified for the Service Awards Program for the year 2023. Please have the list approved in writing by the town Supervisor and return all original documentation to the Lake Carmel Fire Department. It will then be forwarded to the plan administrators so that they can update their records.

Thank You

Eric Ment, Vice President, LCFD

Ken Launzinger, Chief, LCFD

Jen Norcini, Secretary, LCFD

As per town resolution adopted on _____, the town of Kent accepts the enclosed list for the Service Awards Program for the year of 2024.

I, Yolanda D Cappelli, Town Clerk of the Town of Kent, County of Putnam, State of New York, do hereby certify that this list was accepted by the Town of Kent Board at their meeting of 2024.

Yolanda D Cappelli, Town Clerk

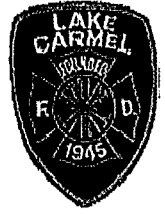
Jaime McGlasson , Town Supervisor



Lake Carmel Fire Department

851 Route 52
Carmel, NY 10512

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



Chief

Ken Launzinger

1st Asst. Chief

Donald Lowndes

2nd Asst. Chief

Robert Benson


President

Vice President

Eric Ment

Members of the Lake Carmel Fire Department who qualified for the Service Awards Program for 2023.

Alvarado, R	Madsen, M.
Bellmio, T.A.	McCarthy, Mary
Benson, Robert	Mele, R.
Benson, Bob Sr.	Ment, E.
Benson, R Jr.	Norcini, J.
Benson, Ryan	Piekarski, R
Cecere, V	Rodda, M
Dellaripa, C.	Rose, J.
Dzubak, M.	Rose, M.
Ehret, T.	Ryan, PJ
Fiorentino, V.	Schaeffler, E.
Fitzsimmons, M	Schlegel, R.
Fleischman	Sichler, A
Gannon, D	Sichler, J
Hallisey, E.	Smail, M
Keane, G.	Sorensen, H
Keck, E	Sullivan, T.
Launzinger, K.	Wahlers, N
Loddo, J	Walters, W

 Date 1/15/2024

Cris Dellaripa, LOSAP Administrator

**Roemer Wallens
Gold & Mineaux LLP**
Counsellors at Law

VIA EMAIL & FIRST CLASS MAIL – jmcglasson@townofkentny.gov

January 22, 2024

Jaime McGlasson, Supervisor
Town of Kent
25 Sybil's Crossing
Kent Lakes, New York 10512

Re: Town of Kent and Roemer Wallens Gold & Mineaux LLP

Dear Supervisor McGlasson:

I am following up on the conversation that you had with Ben Heffley of our office regarding a renewal retainer with our office.

I am attaching hereto a proposed renewal for the term January 1, 2024 through December 31, 2026. If same meets with the Board's approval, please sign and return the renewal agreement to our office.

We look forward to continuing to work with you and the Town going forward.

If you have any questions, please do not hesitate to contact me.

Very truly yours,

Roemer Wallens Gold & Mineaux LLP



William M. Wallens

WMW:ejb
Attachment

Roemer Wallens
Gold & Mineaux^{LLP}
Counsellors at Law

VIA EMAIL & FIRST CLASS MAIL – jmcglasson@townofkentny.gov

January 22, 2024

Jaime McGlasson, Supervisor
Town of Kent
25 Sybil's Crossing
Kent Lakes, New York 10512

Re: Town of Kent and Roemer Wallens Gold & Mineaux LLP

Dear Supervisor McGlasson:

I forward this proposed retainer letter which is intended to establish the relationship between our firm and the Town for the term January 1, 2024 through December 31, 2026.

1. Scope of Representation. We will represent the Town with respect to any and all labor and employment matters as assigned by the Town.
2. Professional Services and Payment Policy. The hourly fee schedule shall be as follows:

	<u>Partner/Senior Associate Attorney</u>	<u>Associate Attorney</u>	<u>Paralegal</u>
2024	\$255.00	\$210.00	\$135.00
2025	\$270.00	\$230.00	\$140.00
2026	\$280.00	\$240.00	\$145.00

Hourly charges shall include all legal research, analysis, memoranda, correspondence, telephone conversations with you or other persons, preparation for, and appearances at meetings, and any other tasks necessary to represent you in this undertaking.

3. Payment Policy and Separate Billings. We will send you statements on a monthly basis which shall set forth, in increments no less than one tenth of one hour, the time spent by our firm on the Town's behalf along with detailed descriptions of our related activities. Additionally, we will include all out-of-pocket costs and disbursements on such statements.

Statement of Client Rights

(As adopted by the Administrative Board of the Courts)

1. You are entitled to be treated with courtesy and consideration at all times by your lawyer and the other lawyers and personnel in your lawyer's office.
2. You are entitled to an attorney capable of handling your legal matter competently and diligently, in accordance with the highest standards of the profession. If you are not satisfied with how your matter is being handled, you have the right to withdraw from the attorney-client relationship at any time (court approval may be required in some matters and your attorney may have a claim against you for the value of services rendered to you up to the point of discharge).
3. You are entitled to your lawyer's independent professional judgment and undivided loyalty uncompromised by conflicts of interest.
4. You are entitled to be charged a reasonable fee and to have your lawyer explain at the outset how the fee will be computed and the manner and frequency of billing. You are entitled to request and receive a written itemized bill from your attorney at reasonable intervals. You may refuse to enter into any fee arrangement that you find unsatisfactory. In the event of a fee dispute, you may have the right to seek arbitration; your attorney will provide you with necessary information regarding arbitration in the event of a fee dispute, or upon your request.
5. You are entitled to have your questions and concerns addressed in a prompt manner and to have your telephone calls returned promptly.
6. You are entitled to be kept informed as to the status of your matter and to request and receive copies of papers. You are entitled to sufficient information to allow you to participate meaningfully in the development of your matter.
7. You are entitled to have your legitimate objectives respected by your attorney, including whether or not to settle your matter (court approval of a settlement is required in some matters).
8. You have the right to privacy in your dealings with your lawyer and to have your secrets and confidences preserved to the extent permitted by law.
9. You are entitled to have your attorney conduct himself or herself ethically in accordance with the Code of Professional Responsibility.
10. You may not be refused representation on the basis of race, creed, color, age, religion, sex, sexual orientation, national origin or disability.

Jaime McGlasson, Supervisor
January 22, 2024
Page 2 of 3

4. Withdrawal. We reserve the right to withdraw from representation at any time if financial commitments to us are not honored, or, of course, in the event we perceive any conflict of interest or other ethical consideration.
5. Arbitration. In the event that a dispute arises between us relating to our fees, you may have the right to arbitration of the dispute pursuant to Part 137 of the Rules of the Chief Administrator of the Courts, a copy of which will be provided to you upon request.
6. Records Retention. In accordance with our records retention policy, we will maintain all documents, papers and other items relating to our representation of the Town pursuant to this retainer agreement (the "Records") for a period of four (4) years from the date we cease providing the Town with legal services hereunder. If the Town desires to maintain the Records beyond that date, you will need to retain your own copies or request the Records in writing before the end of the four (4) year period. *After that time, all of the Records will be destroyed.*
7. Termination. The term of this Agreement shall be from January 1, 2024 through December 31, 2026. The Town has the right to terminate this Agreement upon thirty (30) days written notice from the Town to Roemer Wallens Gold & Mineaux LLP. We will promptly turn the files over to the new attorney on request. The Town will remain responsible for all fees and costs incurred through the date of termination, but payment of our final statement is not a precondition to the release of the file.

We cannot and do not warrant or predict results of final developments. Be assured, however, that it is our desire to afford the Town conscientious, faithful, and diligent service, seeking at all times to achieve solutions that are just and reasonable. If the foregoing is satisfactory to you, kindly indicate the Town's consent and approval by signing this letter in the space provided on this original and scan and email a copy to our office.

Thank you for choosing our law firm to assist the Town with its labor and employment matters.

Very truly yours,

Roemer Wallens Gold & Mineaux LLP



William M. Wallens

WMW:ejb

Encs.

Jaime McGlasson, Supervisor

January 22, 2024

Page 3 of 3

The undersigned hereby acknowledges that she has read and understands this letter in its entirety, has had a full opportunity to consider its terms, has had a full and satisfactory explanation of same, and fully understands its terms and agrees to such terms. The undersigned fully understands and acknowledges that there are no additional or different terms or agreements other than those expressly set forth in this letter and acknowledges that the undersigned was provided with and has read the Statement of Client's Rights, a copy of which is attached to this letter.

Town of Kent

By: _____

Name: Jaime McGlasson

Title: Supervisor

Dated: _____

Memorandum of Agreement

**between
COUNTY OF PUTNAM
and
TOWN OF KENT**

This Memorandum of Agreement (“Agreement”) made by and between the **County of Putnam**, a municipal corporation of the State of New York, having an office and place of business at 40 Gleneida Avenue, Carmel, New York 10512, acting by and through the Putnam County Sheriff’s Office (hereinafter referred to as the “County”), and the **Town of Kent**, a municipal corporation of the State of New York, having an office and place of business at 25 Sybil’s Crossing, Kent Lakes, New York 10512 (hereinafter referred to as the “Town”) (collectively, the “Parties”).

WHEREAS, the County entered into a License and Services agreement with Tyler Technologies, Inc. on or about July 21, 2022 (hereinafter referred to as the “L& S Agreement”) for a Computer Aided Dispatch/Records Management System (“Software”); and

WHEREAS, the Agreement allows the County to grant an Affiliated Organization, which is a government entity separate from the County, access to the Software hosted on the County’s servers; and

WHEREAS, it is in the best interest of the Parties to have access to the same Software in responding to emergency situations; and

WHEREAS, The County agrees to allow the Town access to the Software at no cost to the Town, other than a yearly maintenance fee.

NOW, THEREFORE, in consideration of the terms and conditions herein contained, parties agree as follows:

1. County agrees to allow the Town access to the Software with maintenance and support services in accordance with the terms and conditions set forth in the L&S Agreement, a copy of which is attached hereto as Exhibit "A".
2. Town agrees to utilize the Software in accordance with the terms and conditions set forth in the L&S Agreement.
3. In exchange for access to the Software, the Town agrees to pay the County an annual maintenance fee. For the first year of the MOA, the Town shall pay the County Twenty-Five Thousand Dollars (\$25,000.00). For the second year of the MOA, the Town shall pay the County Thirty Thousand Dollars (\$30,000.00). The annual maintenance fee shall increase by 3% to 5% every year thereafter.
4. This Agreement shall commence on January 1, 2024, and shall terminate concurrently with the L&S Agreement entered into by the County and Tyler Technologies, Inc. Either party may terminate this Agreement, when it is determined to be in their best interest, upon sixty days (60) written notice. In such event, the annual maintenance fee shall be prorated up to the effective date of termination. Once the Agreement has been terminated the Town will no longer have access to the Software.
5. If the County receives written notice from Tyler Technologies, Inc. that the Town has violated the terms of the L&S Agreement, this MOA will terminate immediately and Town's access to the Software shall be revoked.
6. Each party shall indemnify, defend, and hold the other harmless from all loss, cost, claims and suits, including reasonable attorney's fees and disbursements, caused by its negligence or breach of the L&S Agreement and/or the MOA.

7. Both parties do hereby agree to obtain and thereafter continue to keep in full force and in effect their general liability insurance coverage relative to the various services to be performed herein with limits of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate, with the other party named as additional insured thereon. Each party shall, at the request of the other, provide proof of said insurance in the form of a Certificate of Insurance or other similar documentation.
8. All notices of any nature referred to in this Agreement shall be in writing and sent to the respective addresses set forth below. Such notice shall be deemed to be given and received when deposited in the United States mail, postage prepaid, addressed to:

TO THE COUNTY: COUNTY ATTORNEY
48 Gleneida Avenue
Carmel, New York 10512

PUTNAM COUNTY SHERIFF
3 County Center
Carmel, New York 10512

TO THE TOWN: TOWN OF KENT
25 Sybil's Crossing
Kent Lakes, New York 10512

9. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments, and writings. It will not be released, discharged, changed, or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.
10. This Agreement will be construed and enforced in accordance with the laws of the State of New York. Any and all disputes and/or legal actions or proceedings arising out of this Agreement shall be venued in Putnam County, New York.

11. In no event will either party be liable to the other party, or be deemed to have breached the Agreement, for any failure or delay in performing its obligations under the Agreement if and to the extent such failure or delay is caused by any circumstances beyond such party's reasonable control, including acts of God, flood, fire, earthquake, pandemic, epidemic, problems with the Internet, shortages in materials, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.
12. If any provision of the Agreement is invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability will not affect any other term or provision of the Agreement.
13. Any document executed and delivered in connection with the Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.
14. To the extent permitted by applicable law, electronic signatures may be used for the purpose of executing this Agreement. The use of said electronic signatures shall have the same force and effect of law and shall be deemed binding.

READ & APPROVED:

THE COUNTY OF PUTNAM:

_____ Date: _____
 C. Compton Spain
 Putnam County Attorney

_____ Date: _____
 Kevin M. Byrne
 Putnam County Executive

_____ Date: _____
 Mat C. Bruno, Sr.
 Putnam County Risk Manager

_____ Date: _____
 Kevin McConville
 Putnam County Sheriff

_____ Date
Michael J. Lewis
Commissioner of Finance

TOWN OF KENT:

_____ Date
25 Sybil's Crossing
Kent Lakes, New York 10512

By: _____
Please Print Name & Title

ACKNOWLEDGMENT OF PUTNAM COUNTY:

STATE OF NEW YORK)
) ss.:
COUNTY OF PUTNAM)

On the ____ day of _____ in the year of 2023, before me, the undersigned, 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/she executed the same in his/her capacity, and that by his/her signatures on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

ACKNOWLEDGMENT OF TOWN:

STATE OF NEW YORK)
) ss.:
COUNTY OF PUTNAM)

On the ____ day of _____ in the year of 2023, before me, the undersigned, 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/she executed the same in his/her capacity, and that by his/her signatures on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public