

Town of Kent
Town Board Meeting
March 5, 2024

Public Hearing: 7:00 p.m.

Lake Carmel Fire Department Contract

Workshop/Meeting:

1. Pledge of Allegiance
2. Roll Call
3. Discussion and/or Vote on the following:
 - a. ZBA-accept resignation, advertise
 - b. Fireworks Contract
 - c. Change April meetings
 - d. Advertise for bids for Cometary Mowing
 - e. Sale of town land

4. Vouchers
5. Announcements
6. Public Comment

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

THIS AGREEMENT made as of the __ day of 2024 and effective as of January 1, 2024, by and between the TOWN OF KENT, a municipal corporation of the State of New York, having an office and place of business at 25 Sybil's Crossing, Carmel, New York 10512 (hereinafter referred to as the "Town"); and the LAKE CARMEL FIRE DEPARTMENT, INC., having its business offices at 851 Route 52, Carmel, New York 10512 (hereinafter referred to as the "Fire Department");

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

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

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

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

WHEREAS, by Resolution dated _____, 2024, after a public hearing, the Town Board of the Town of Kent awarded the Fire Department the contract to provide Fire Protection Services to the District; and

WHEREAS, the Fire Department agrees to furnish to the Town Fire Protection Services in the District for the Year of 2024, and the Town agrees on behalf of the District to pay the Fire Department the sum of \$1,050,000.00 for 2024 for its services for said year;

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

SECTION 1- EMPLOYMENT

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

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

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

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

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

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

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

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

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

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

SECTION 2-BEST EFFORTS OF FIRE DEPARTMENT

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

SECTION 3 - TERMS OF EMPLOYMENT

Employment under this Contract shall commence as of January 1, 2024 and shall continue for a period of (I) Year until December 31, 2024.

SECTION 4-COMPENSATION OF FIRE DEPARTMENT

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

SECTION 5-FIRE DEPARTMENT TO COMPLY WITH LAW

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

SECTION 6-ASSIGNMENT

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

SECTION 7-REMEDIES

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

SECTION 8-ENTIRE AGREEMENT

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

SECTION 9-INSURANCE/INDEMNIFICATION

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

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

Town shall remain liable for benefits payable under the Volunteer Firefighters' Benefit Law (VFBL) as required by Section 30 of the VFBL. Town shall arrange for coverage of the VFBL benefits, which for the year 2024 shall be \$_____. Town will deduct such amount from the contract price as to be remitted to the County for the cost of the VFBL.

SECTION 10-NONDISCRIMINATION

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

SECTION 11-GOVERNING LAW

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

SECTION 12-PARTIAL INVALIDITY

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

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

SECTION 13-ENDORSEMENTS

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

SECTION 14-NOTICE OF CLAIM

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

SECTION 15-COUNTERPARTS

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

SECTION 16-RESOLUTION

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

SECTION 17- NOTICES

All notices, requests, demands and other communications required or permitted to be given hereunder shall be in writing, and shall be deemed duly given if delivered by hand or mailed

by a registered or certified mail, return receipt requested, to the parties at the addresses listed above.

SECTION 18- CERTIFICATE OF INCORPORATION AND BY-LAWS

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

[SPACE INTENTIONALLY LEFT BLANK]

SECTION 19- APPROVAL OF FUNDRAISING ACTIVITIES

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

ATTESTATION CLAUSE

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

THE TOWN OF KENT
DEPARTMENT, INC.

LAKE CARMEL FIRE

By: _____

By: _____
Chris Dellaripa, President

STATE OF NEW YORK)
) ss.:
COUNTY OF PUTNAM)

On the day of January, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Chris Dellarippa , personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

March 1, 2024

Email from Travis Hunt (Zoning Board member) to Gordon Maccio (Zoning Board Chairman) :

Good afternoon Gordon,

I am writing you this email to express my desire to resign from my current position within the Zoning Board of Appeals referred to as the ZBA. I appreciate your understanding and hope we can work together in the future. Thank you very much.

Sincerely,

Travis Hunt

JULY 4 EVER FIREWORKS INC., & ROCCO POLIFRONE

*WALDEN, NY 12586
PHONE (845) 564-0184
FAX (845) 566-3715
E-mail: sales@july4ever.net*

NO LIMITS



February 22nd, 2024
Jaime McGlasson
jmcglass@townofkentny.gov
1-845-225-3943

Dear Jaime,

Thank you for giving us the opportunity to quote you a price on an exclusive Fireworks Display.

We are confident that the combination of quality, service, and price that we offer is unmatched anywhere. After you've finished your own research, we think you'll agree.

Enclosed is a copy of our proposal, product information, and a company letter. Should you accept our proposal, please sign the contract and send us via facsimile a copy so we may hold the date then you may forward the original by mail. We look forward to serving you.

If, at any time, you have a question, please call me at (845) 564-0184 Thank you once again for inquiring about a Display for your special occasion.

Sincerely,

Anthony Esposito

Anthony Esposito



JULY 4 EVER FIREWORKS INC & ROCCO POLIFRONE

THIS CONTRACT AND AGREEMENT for the display of Fireworks made and concluded this 22nd day of February, 2024, by and between **JULY 4 EVER FIREWORKS INC & ROCCO POLIFRONE**, of Walden, NY (hereinafter referred to as "July 4 Ever & Rocco Polifrone"),

AND

Town of Kent

(hereinafter referred to as "Client")

WITNESSETH: For and in consideration of the sum of One Dollar, each to the other in hand paid, receipt of which is hereby acknowledged, and of the terms and conditions hereinafter mentioned, July 4 Ever & Rocco Polifrone and Client do mutually and severally agree to perform their several and respective covenants and to comply with all terms, conditions and payments of this contract:

July 4 Ever & Rocco Polifrone agrees:

- To furnish and deliver to Client, Fireworks to be exhibited on the following dates set forth and agreed upon at the time of signing this contract and Client agrees to pay July 4 Ever & Rocco Polifrone for the Fireworks as follows:

Display Date: June 29th, 2024

Postponement Date: June 30th, 2024

Contract amount: \$ 10,000.00 ; 10% due upon signing the Contract and balance due at Noon three days prior to the scheduled display date; all payments shall be made by Draft, Certified Check or Wire Transfer. Checks shall be made payable to July 4 Ever, unless otherwise authorized in writing; NO CASH shall be paid to any agent or employee of July 4 Ever & Rocco Polifrone without written authority.

10% Down and balance within 5 days after Display A.E

- JULY 4 EVER & ROCCO POLIFRONE further agrees to furnish, sufficient trained personnel to present a display.

CLIENT further agrees:

- To procure and furnish a suitable place to display the said Fireworks; to furnish the necessary police and fire protection; to secure all, Police, Local, and State Permits, and to arrange for any security bonds or insurance as required by law in their community

Price does not include any permit fees

Town of Kent Fireworks Display @ Lake Carmel

July 4 Ever & Rocco Polifrone, shall be responsible for all labor to dig mortar holes, set up display pieces, and finale racks to dismantle, clean up and collect debris, including unfired pyrotechnic devices, if any, caused by the display the evening of the display.

The PARTIES mutually agree:

- It is agreed and understood by the parties hereto that in the event Fireworks have been taken out and set up before inclement weather and with adequate weather prevailing, such exhibition of fireworks will be carried out in the best possible manner without any deductions from the before named compensations. Should inclement weather prevent firing of said display on the aforementioned Display Date, then it will be understood that program is postponed and will be fired on the aforementioned Postponement Date, and there will be a charge to cover the cost of Postponement of 15%. If there is no alternate date and the program is not fired on the aforementioned Display Date, then it will be understood the program is canceled and there will be a charge to cover the costs of cancellation of 50%.
- July 4 Ever & Rocco Polifrone reserves the exclusive right to make modifications and substitutions provided that such changes are reasonable and necessary and do not adversely affect price, time of delivery, functional character or display performance. July 4 Ever & Rocco Polifrone reserves the right to use multiple subcontractors in the setup and licensing of the display
- If the location of the firing site, spectator's location, parking areas of structures is deemed unsuitable or unsafe, in the discretion of July 4 Ever & Rocco Polifrone or its agents or personnel, July 4 Ever & Rocco Polifrone may refuse to fire the display until conditions are corrected. If such conditions are not corrected, July 4 Ever & Rocco Polifrone may cancel the display without further liability to the Client for such cancellation.

A.E



July 4 Ever and Rocco Polifrone, upon acceptance of this Agreement, agrees to fulfill the Agreement in a safe, professional, and workmanlike manner and further to provide proof of liability insurance coverage in the amount of Five Million Dollars (\$5,000,000) evidenced by a certificate of insurance naming the Client as additional insured.

7. This contract shall be deemed made in the State of New York and shall be constructed in accordance with the laws of New York. The parties agree and consent to the jurisdiction of New York to determine conflicts regarding the language and payments to be made under this Contract.
8. If Client becomes bankrupt or insolvent, or if a petition in bankruptcy is filed by or against the Client or if a receiver is appointed for the Client, July 4 Ever & Rocco Polifrone may refuse to make further delivery and may terminate this contract without prejudice to the rights of July 4 Ever & Rocco Polifrone. If the Client's financial conditions become unsatisfactory to July 4 Ever & Rocco Polifrone, July 4 Ever & Rocco Polifrone, may require the balance of the purchase price to be deposited in escrow or the Client to provide sufficient proof of its ability to pay the balance of the contract price. Client is not entitled to recover incidental or consequential damages in connection with any breach of this Contract.
9. If Client fails to pay the monies due under this contract, July 4 Ever & Rocco Polifrone is entitled to recover the balance due plus interest at 1-1/2% per month on amounts past due 60 days or more. Further, on balance outstanding of 120 days or more, July 4 Ever & Rocco Polifrone is entitled to recover the balance due, plus accrued interest, plus attorneys fees of 10% of the amount past due, plus court costs.
10. This Contract shall not be construed to create a partnership between the parties or persons mentioned herein.
11. In the event of fire, accident, strikes, delay, flood, act of God or other causes beyond the control of July 4 Ever & Rocco Polifrone, which prevent delivery of said materials, the parties hereto release each other from any and all performance of the covenants herein contained and from damages resulting from the breach thereof.
12. ~~Client agrees to hold harmless July 4 Ever & Rocco Polifrone for any and all actions, claims, and legal fees incurred outside the operations or control of July 4 Ever & Rocco Polifrone. July 4 Ever & Rocco Polifrone agrees to hold harmless client for any and all actions, claims, and legal fees incurred outside the operations of the client.~~
13. _____

A.E.

Except for the amount, if any, of damages contributed to or resulting from the negligence of Client, July 4 Ever and Rocco Polifrone shall indemnify and hold harmless the Client, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys fees and disbursements, and/or loss arising directly out of the acts or omissions hereunder by July 4 Ever and Rocco Polifrone, its employees or third parties under the direction or control of July 4 Ever and Rocco Polifrone. July 4 Ever and Rocco Polifrone will restore any property damage by the fireworks display to the satisfaction of client.

IN WITNESS WHEREOF, we set our hands and seals to the agreement in duplicate the day and year first above-written.

For CLIENT:

For: JULY 4 EVER FIREWORKS INC & ROCCO POLIFRONE

Dated: _____

Dated: _____

Please sign contract where indicated for Client and return all copies for final acceptance to:

**July 4 Ever &
Rocco Polifrone
382 Rock Cut Road
Walden, NY 12586
845/564-0184 FAX 845/566-3715**

July 4 Ever & Rocco
Polifrone
382 Rock Cut Rd, Walden, NY 12586
Tel: 845-564-0184 Fax: 845-566-3715

Communication Sheet

PLEASE COMPLETE THIS FORM AND RETURN IT WITH YOUR SIGNED CONTRACT

CUSTOMER INFORMATION

NAME: _____

ADDRESS: _____

FIRING SITE INFORMATION

LOCATION: _____

ADDRESS: _____

CONTACT: _____
(ONE)

PHONE: _____

CONTACT PERSON

NAME: _____

ADDRESS: _____

PHONE: _____

FAX: _____

CELL: _____

E-MAIL: _____

SHOW INFORMATION

DATE: _____

RAIN DATE: _____

TIME: _____

STORAGE SITE INFO

LOCATION: _____

ADDRESS: _____

SECURITY YES OR NO (CIRCLE

ALTERNATE CONTACT

NAME: _____

ADDRESS: _____

PHONE: _____

FAX: _____

CELL: _____

E-MAIL: _____

Members of the Town Board,

I have reviewed Mr. Raneri's offer to purchase three parcels that are currently owned by the Town of Kent. The parcels are identified on the Town of Kent's tax maps as lots: 33.80-1-2, 44.24-1-6 and 44.24-1-2. These parcels, as shown on the attached map, are situated on undeveloped roads (Sunset Road and Hillside Road) and have topography and that would be best described as challenging. For these reasons, the lots have limited marketability and value to the general public. Mr. Raneri has an interest in acquiring these properties as they are contiguous with the larger parcel that he currently owns and on which he is planning to construct a home. Given the limited marketability of these properties, Mr Raneri's offer of \$3,250 for the three parcels appears to be reasonable provided that a condition of the sale would be that the parcels are merged with the lot on which he is building the home (33.18-1-28

Should you have any further questions or concerns, please do not hesitate to contact me. Yours truly,

Seth Plawsky, Assessor
Town of Kent, NY
25 Sybil's Crossing
Kent Lakes, NY 10512
Phone: (845)225-8020
Fax: (845)306-5621
assessor@townofkentny.gov
www.townofkentny.gov



Supervisor and Town Board

Town of Kent

25 Sybil's Crossing

Kent Lake NY 10512

January 10.2024

To: Supervisor and Town Board

I am interested in purchasing vacant lots currently owned by the Town of Kent, I understand that the Town is looking to get these properties back on the tax rolls.

I own approximately 11 acres off of Hillside Road and Sunset Road (currently a paper road)

I have the only property in the area and I am currently constructing a Dwelling,

My request is to purchase the vacant lots that adjoin my property .

There are 17 lots and I have included sections of tax maps to show their location.

I am willing to offer \$ 3,250.00 for the property as they are of no use to anyone else and it would place them on the tax rolls

- ① Tax Map# 33.80-1-2 lots # 15544,15545,15546,15547,
- ② Tax May# 44.24-1-6 lots # 15570,15569,15568,15567,15566,15565,15564,15563,15562
- ③ Tax Map# 44.24-1-2 lots # 15586,15585,15584,15583

Your Truly

Gerald Ranieri

16 Nelson court

Kent Lake, NY 10512

