

Town of Kent
Town Board Meeting
December 5, 2023

Workshop/Meeting

1. Pledge of Allegiance
2. Roll Call
3. Discussion and/or Vote on the following:
 - a. Short term rentals
 - b. Soil and Excavation Law
 - c. Planning- RFP environmental consultant, accept bond and inspection fees
 - d. Assessor- re-appointment
 - e. Municipal Repairs- appoint temporary Crew Chief II, hire mechanic helper
 - f. Highway- advertise for bid for fuel
 - g. Lake Carmel- appoint advisory board member
 - h. Police- MOA, purchase vehicles
 - i. NRI- discussion on funding for publication through ARPA
 - j. Office for Senior Resources- contract
4. Vouchers
5. Announcements
6. Public Comment

Town of Pawling, NY
Wednesday, September 6, 2023

Chapter 215. Zoning

Article V. Supplementary Regulations

§ 215-44.1. Short-term rental regulations.

[Added 2-12-2020 by L.L. No. 1-2020]

- A. Intent. To guide the future growth of the Town, while preserving the rural character of the neighborhood, protect the health, safety and welfare of surrounding community, residents of the Town, and the short-term rental transient occupants. Promote a beneficial way for property owners to monetize extra space in exchange for rental income to offset expense, maintain properties aesthetics and values within a neighborhood.
- B. Permit required. An owner shall obtain a revocable short-term rental permit whenever a dwelling unit, apartment within a dwelling unit, or any bedroom within a dwelling unit, is to be used for short-term rental purposes.
- (1) A short-term rental permit shall be obtained prior to using the unit as a short-term rental.
 - (2) A short-term rental permit shall be valid for one calendar year and must be renewed upon expiration as long as the unit is used as a short-term rental.
 - (3) The short-term rental permit is transferrable to a new owner of said premises, so long as the owner registers with the Town updating the short-term rental permit application, and agree in writing to comply with the requirements of the short-term rental permit and these regulations.
 - (4) If the terms of the short-term rental permit are violated or these regulations not followed, the short-term rental permit may be revoked by the Building Inspector subject to the penalties of Chapter 11 of the Code of Pawling, and the penalties set forth below.
 - (5) Owners of existing short-term rentals must file for a permit within six months of the effective date of this chapter in order to be in conformity with the local law.
- C. Notification to neighbors:
- (1) As a condition precedent to submitting an application for a short-term rental permit, the applicant must send written notification to all property owners within the following radius of the subject property of the applicant's intent to apply for a short-term rental permit, by certified mail, return receipt requested:

- (a) If a subject property is located partially or wholly within a commercial zoning district, the Highway Business, or CD-5 Zoning District, a radius of 500 feet;
 - (b) If a subject property is located partially or wholly within the R-3 or R-4 Zoning District, a radius of 300 feet; or
 - (c) If a subject property is located partially or wholly within the R-1 or R-2 Zoning District, a radius of 150 feet.
 - (2) The applicant shall obtain the most current addresses for the neighboring property owner's from the assessor's office. Such notice must include:
 - (a) The number of rooms that the applicant intends to rent on a short-term basis. If the application is for the entire house, then the notice shall include the number of bedrooms, as defined below, within the house.
 - (b) The names and contact information for all property owners of the short-term rental, including current telephone number and email addresses.
 - (c) The name, address, telephone number and email address of a contact person, who shall be responsible and authorized to act on the owner's behalf to promptly remedy any violation of these standards or the permit. The contact person may be the owner or an agent designated by the owner to serve as a contact person.
 - (d) The parking plan for the short-term rental.
 - (3) With the application the applicant must provide a notarized affidavit affirming that the certified mailings have been sent, a list of the property owners within the specified distances and copies of any and all receipts and return receipts.
- D. Short-term rental permit application requirements. An application for (or renewal of) a short-term rental permit signed by all persons and entities having ownership interest in the subject property, shall be submitted to the Building Inspector, shall be accompanied by payment of a permit fee, to be determined by the Town Board by separate resolution, shall by a copy of the current vesting deed showing how title to the subject property is then held, shall be completed on a form provided by the Town, and shall provide the following information:
- (1) A list of all property owners of the short-term rental, including names, addresses, telephone numbers and email addresses.
 - (2) Completion of a signed and notarized affidavit by all property owners certifying the following:
 - (a) Compliance with the following standards:
 - [1] There shall be one functioning smoke detector in each sleeping room and at least one functioning smoke detector in at least one other room, one functioning fire extinguisher in the kitchen and at each exit, and at least one carbon monoxide detector. In addition, the premises must comply with all NYS Building and Fire Code regulations, as the same may be amended.
 - [2] Exterior doors shall be operational and all passageways to exterior doors shall be clear and unobstructed.
 - [3] Electrical systems shall be serviceable with no visual defects or unsafe conditions.
 - [4] All fireplaces, fireplace inserts or other fuel burning heaters and furnaces shall be vented and properly

installed.

- [5] Each sleeping room shall have an exterior exit that opens directly to the outside, or an emergency escape or rescue window.
- (b) The number of sleeping rooms within one short-term rental, as defined in this section.
- (c) The number of parking spaces on the property that meet the standards set forth below.
- (d) Affidavit certifications shall be valid during the term of the short-term rental permit, or until modifications requiring a building permit are made. If relevant circumstances on the property change or for any reason the certification is or becomes inaccurate, a new certification shall be submitted.
- (e) Affidavit pursuant to Chapter 67 of the Town Code, entitled "Application Processing" certifying that there are no violations on the property.
- (3) A detailed plan, drawn to scale, showing the location of buildings, required parking and, if not served by a public sewer, the location of the septic system and leach field. An accurate, suitable plan need not be prepared by a professional.
- (4) If the property is served by a private septic system, a septic inspection report, dated within 90 days of the date of the application, stating the size of the tank(s) and leach or absorption field or area and location and condition of all septic system components. The Building Inspector has the discretion to accept a report of a septic company. The report must state the septic system was adequately functioning at the time of inspection. The maximum occupancy of the short-term rental unit shall be limited by the number of bedrooms allowed for the size of the septic tank and leach or absorption area, as set forth in the regulations of the NYS Department of Health, Appendix 75-A of Part 75 of Title 10 of the New York Code of Rules and Regulations, as amended, and regulations and/or standards applicable to aerobic septic systems. A system failure will require a new passing inspection report.
- (5) The name, address, telephone number and email address of a contact person, who shall be responsible and authorized to act on the owner's behalf to promptly remedy any violation of these standards or the permit. The contact person may be the owner or an agent designated by the owner to serve as a contact person.
- (6) A statement that the applicant has met and will continue to comply with the standards of these regulations and the permit.
- E. Short-term rental standards. All short-term rentals shall meet the following standards:
 - (1) The maximum occupancy for each short-term rental shall be the smaller of:
 - (a) Twenty individuals; or
 - (b) The maximum number of people allowed based on the septic inspection report, if applicable; or
 - (c) The number of people calculated on the basis of two persons per sleeping room (unless the room size is below 100 square feet). For this purpose, a sleeping room is defined as a fully enclosed habitable space of at least 70 square feet for one person and 100 square feet for two persons, with an emergency escape or rescue opening.

- (2) The property must have sufficient off street parking spaces in compliance with the requirements of § 215-34, Off-street parking and loading, of this chapter, to accommodate the maximum occupancy.
- (3) Tenants and guests shall park in the off street parking spaces required by § 215-34 of the Town Code and shall not park on the street.
- (4) A house number visible from the street or road shall be maintained.
- (5) Provisions shall be made for garbage removal during rental periods. Garbage containers shall be secured with tight-fitting covers at all times to prevent leakage, spilling of odors, and placed where they are not clearly visible from the street or road except around pick-up time.
- (6) Advertisements for the short-term rental must conform to what is allowed under these regulations and the short-term rental permit. All signs must comply with any and all requirements of the Town of Pawling Town Code.
- (7) No short-term rental shall be used for a special event as defined in Town Code § 215-44.2 without first applying for and obtaining a special event permit consistent with the provisions of said chapter.

F. Procedure upon filing application.

- (1) Upon filing the complete permit application, fee, and supporting affidavits with the Town Building Inspector, the Town Building Inspector shall have 30 days to review the application, inspect the property, and then either issue the permit, with or without conditions, or notify the applicant in writing that the application has been denied along with the reason or reasons for denial. If a permit is issued, the permit shall bear the signature of the Building Inspector.
- (2) In submitting the application for a new permit or any renewal, the owner consents to an inspection of the property to ensure compliance with all conditions.
- (3) In issuing a short-term rental permit, the Building Inspector may impose such reasonable conditions and restrictions as are directly related to and incidental to the use of the property for short-term rentals so long as such conditions and restrictions are consistent with the requirements of the Town Code and are imposed for the purpose of minimizing any adverse impact the issuance of the short-term rental permit may have on the neighborhood or community. The Building Inspector may review any written complaints or concerns of neighbors and take such complaints and concerns into account when determining reasonable conditions.
- (4) The Town Building Inspector may deny an application for any of the following reasons:
 - (a) The application is incomplete, the documentation required by this chapter was not included with the application or the full permit fee, in payment form acceptable to the Building Department, was not included with the application.
 - (b) The Town of Pawling issued a short-term rental permit to any of the owners of the subject property and any of such owners had a short-term rental permit revoked within the previous year.
 - (c) The affidavit from the owners or an inspection conducted by the Building Inspector as authorized in this section evidences

that the subject property is not in compliance with this chapter or Chapter 67.

- (d) The detailed plan submitted with the application does not comply with the requirements of this section.
 - (e) A private septic inspection report submitted with the application does not comply with the requirements of this section and with all East of Hudson requirements for maintenance of such septic systems as the same may be amended from time to time.
- (5) Short-term rental permits issued pursuant to this section shall state the following:
- (a) The names, addresses and phone numbers of every person or entity that has an ownership interest in the short-term rental property and of a primary contact person who shall be available during the entire time the short-term rental property is being rented;
 - (b) The maximum occupancy and vehicle limits for the short-term rental unit;
 - (c) Identification of the number and location of parking spaces available;
 - (d) A statement that littering is illegal;
 - (e) A statement that all outdoor fires must be attended;
 - (f) A statement that guests must comply with the noise ordinance of the Town of Pawling, as set forth in § 215-35, which ordinance will be enforced by any law enforcement agency properly exercising jurisdiction over the premises or incident;
 - (g) A statement that the short-term rental permit may be revoked for violations; and
 - (h) Any conditions imposed by the Town Building Inspector.
- G. Conformity and display of permit.
- (1) The issuance of a short-term rental permit is subject to continued compliance with the requirements of these regulations.
 - (2) Prior to any tenants coming onto the short-term rental property:
 - (a) The current short-term rental permit shall be prominently displayed inside and near the front entrance of the short-term rental; and
 - (3) The owners must ensure that current and accurate information is provided to the Town Building Inspector and that they notify the Building Inspector immediately upon any information contained on the permit changing.
- H. Compliance, hearings and penalties. Owners of short-term rental units shall obey all applicable laws, ordinances and regulations of the Town of Pawling, Dutchess County, New York State and shall be subject to the enforcement and penalty proceedings contained in this chapter. The following process shall be followed in the event of a complaint alleging a violation of these regulations or a permit issued under these regulations:
- (1) The complaining party must file a complaint with the Building Inspector on a form provided by the Building Department including the date, time and nature of the alleged violation. The complaining party may also contact the local police/sheriff

department. A copy of the complaint must be provided to the Building Department.

- (2) The Town Building Inspector shall investigate the complaint. Any person who commits or permits any act in violation of any provisions of this chapter shall be deemed to have violated this chapter and to have committed a misdemeanor against the chapter and shall be liable to the following penalties, following prosecution consistent with the laws of the State of New York:
 - (a) For each violation of the provisions of this chapter, the person violating the same shall be subject to a fine of not more than \$500 nor less than \$100 or imprisonment not to exceed one year, or to both such fine and imprisonment.
- (3) In addition to finding a violation, the Building Inspector may do any of the following depending on the circumstances:
 - (a) Attach reasonable conditions to the existing short-term rental permit;
 - (b) Suspend the short-term rental permit; and/or
 - (c) Revoke the short-term rental permit.
- (4) Should a permit be revoked, none of the owners of the short-term rental property will be permitted to apply for any short-term rental permit for one year from the date of revocation.
- (5) The Town may initiate enforcement proceedings under this chapter at any time following receipt of a complaint.
- (6) In addition to the above-provided penalties, the Town Board may maintain an action or proceeding in the name of the Town in a court of competent jurisdiction to compel compliance with or to restrain by injunction the violation of this chapter.

A. Purpose and Intent.

The purpose and intent of this chapter, its supplementary land development requirements and standards are as follows:

1. To ensure that excavation will be conducted in a manner that will protect residential and local business areas and other land uses, and the value of land from potential adverse impacts.
2. To limit the amount of excavation to the minimum required for site preparation, preserving, insofar as possible, the topographical beauty of the community, including the character of the existing landscape, its knolls, hills, and ridgelines and other aspects of the Town's natural environment.
3. To limit the amount of material that may be removed from a site and establish clear standards and requirements for the planned phasing of areas of excavation to avoid the creation of a disturbed, barren area of land that is not consistent with the Town's natural environment and rural, residential character.
4. To prevent the adverse effects of disturbed land, such as stormwater, erosion and sedimentation, and pollution from affecting the community's watershed, watercourses, waterbodies and wetlands, and other natural resources.

B. Definitions

AGRICULTURAL ACTIVITY

The activity of an active farm including grazing and watering livestock, irrigating crops, harvesting crops, using land for growing agricultural products, and cutting timber for sale, but shall not include the operation of a dude ranch or similar operation, or the construction of new structures associated with agricultural activities.

CLEARING

Any activity that removes the vegetative surface cover.

CONCEPTUAL EXCAVATION PLAN

A drawing, or set of drawings, with general information sufficient to adequately describe the existing conditions of the site and the proposed excavation and development. This information shall include data on existing land characteristics (slopes, wetlands, rocky areas, etc.), available utilities, and the proposed general layout, timing, and phasing of development, including buildings, parking, driveways, pedestrian ways, generalized landscaped areas and other improvements, and general limits of disturbance.

DISTURBANCE

All land preparation activities involving the movement, placement, removal, transfer or shifting of soil, rock and/or vegetation, including but not limited to, clearing draining, filling, grading, regrading or the building of structures or the placement of improvements on land, including the construction of individual sidewalks, paths, roads, or driveways. The condition of land disturbance shall be deemed to continue until the area of disturbance is returned to its original state or to a state complying with a permit for such disturbance granted in accordance with this chapter.

DETRIMENTAL:

Any action which is harmful or damaging.

EXCAVATION

The disturbance or removal of material including soil, rock and/or minerals from land for the purposes of site preparation for land development and construction projects, regardless of whether those materials are retained on the site or removed from the site.

EXCAVATION AND PHASED DEVELOPMENT PLAN

A drawing, or set of drawings, with detailed information as set forth herein, to fully demonstrate the existing conditions of the site and the proposed excavation and phased development. The information and plans shall include data on existing land characteristics (topography,, wetlands, rock outcroppings and ledge areas, etc.), available utilities, and the proposed general layout, timing, and phasing of development, including buildings, parking, driveways, pedestrian ways, generalized landscaped areas and other improvements, limits of disturbance, and corresponding grading, drainage, erosion and sedimentation control and other measures to be demonstrated on phased development plans.

MINERAL

All naturally formed, usually inorganic, solid material located on or below the surface of the earth. For the purposes of this chapter, peat and topsoil shall be considered minerals.

MINING

The extraction of soils, rock (overburden) and minerals from the earth, and the removal of such materials from the site through sale or exchange or for commercial, industrial, or municipal use. Activities associated with the processing of such materials, if permitted, must comply with the conditions of any permit granted in accordance with this chapter.

PROCESSING:

Any mechanical manipulation of material including crushing, screening, blending, washing, and any procedure which changes the size of the particles or the particle size

distribution or gradation from in-situ characteristics. Processing also includes any mechanical and/or thermal combining or blending of materials from one or more sources in order to manufacture a product with certain specification requirements. Processing shall not mean simply excavating and loading earth material directly into a transport vehicle.

RESTORATION

The act of bringing back to a former condition and function.

TOPSOIL

Topsoil shall consist of friable surface soil reasonably free of grass, weeds, sticks, stones, or other foreign materials.

C. Applicability

1. Mining as defined under this code is prohibited in the Town of Kent.
2. The amount of material to be removed from the subject site shall not exceed 950 tons or 725 cubic yards, whichever is less, during twelve (12) successive calendar months.
3. Excavation as defined under this code shall be permitted in accordance with the following:
 4. 2. Any individual or entity proposing to excavate a total, collective area of 80,000 square feet or more of the surface area of a site which will result in a change in the average existing, natural grade (topography) of 4 (four) feet or more in any area defined by a rectangle of 10,000 square feet, minimum dimension of 100 feet per side and involving the displacement of 1,500 cubic yards or more of material within the Town of Kent shall prepare an application as delineated herein below for an excavation permit.
5. Excavation is permitted under the following conditions:
 - a. A special use permit for excavation has been issued by the Town Board according to the procedures outlined below.
 - b. The approved plan shall be for the phased development of the site for uses which are principal permitted uses or permitted special uses in the underlying zoning district.
 - c. For excavation projects, the approval specifically includes a phased implementation plan which balances phases of excavation and phases of land development so as to avoid excavation of the entire site prior to establishment of the approved use. The phasing plan shall be backed by a performance bond.
 - d. The excavated material shall be the minimum necessary to construct the project, and the material that is removed from the property shall only be in excess of that which can be reused or redistributed on the site provided that this amount is specified in the building permit for such improvement and is less than 950 tons or 725 cubic yards, whichever is lower, within 12 successive calendar months.
 - e. The Town Board at its discretion may permit onsite processing of excavated materials subject to such additional conditions as they deem necessary provided that all processed materials are used on site in the proposed phased development

and that no processed materials are removed from the property.

Any regrading, removal or excavation shall be completed within one year of the date of issuance of said permit. The excavation permit shall be void if construction is not started within one year of the date of Town Board approval and completed within two years of the date of such approval. Prior to its expiration, the excavation permit approval may be renewed by written request of the applicant for up to two additional ninety-day periods.

D. Exemptions

Excavation in the following cases is not subject to the limitations of this section, and no special use permit approval from the Town Board is required:

1. Land disturbance operations in which topsoil is removed from one part of the property and deposited on another part of the same property, provided that it is replaced with a cover of earth in which the vegetable matter may take root and grow and is seeded with grass, permanent pasture mixture or other fast-growing vegetation, repeatedly as necessary until the growth is established.
2. Excavation within the limits of the right-of-way of any Town, county, or state highway for the sole purpose of building roads and slopes incidental thereto which lie within the area of a subdivision approved by the Planning Board of the Town of Kent are on file in the County Clerk's office in Putnam County, New York.
3. Excavation in connection with agricultural activity, including farm ponds and soil conservation measures, provided that such improvement conforms to the following standards and conditions:
 - a. Final slopes shall be finished at a grade no greater than the natural angle of repose, except where supported by a retaining wall or foundation.
 - b. Any lakes or ponds that are created shall have a sufficient depth and inflow of water to prevent eutrophication and to prevent their becoming stagnant in dry periods.
 - c. Topsoil may be disturbed and relocated in connection with any permitted excavation but shall be replaced with earth in which vegetable matter may take root and grow and shall be seeded with grass, permanent pasture mixture or other fast-growing vegetation, repeatedly as necessary until the growth is established.
 - d. In the event that the construction of improvements for which preparatory excavation is performed does not commence within six months of the commencement of such excavation, the permittee shall be required to immediately begin reclamation operations to restore the land to a condition that will minimize erosion and any unsightly conditions.
4. Excavation required to construct single-family home foundations and basements.
5. Excavation required to maintain waterbodies and watercourses.

E. Application Procedure.

The application procedure for approval of a special use permit for excavation shall involve a three-stage process:

1. The applicant shall submit an application supported by a conceptual excavation and

phased development plan to the Planning Board. The Planning Board shall review the plan and determine if excavation and land disturbance thresholds under this code will be met or exceeded requiring referral to the Town Board. The Town Board shall receive the referral from the Planning Board and evaluate the plan relative to the conformity of the proposal with the Town Comprehensive Plan and this chapter. The Town Board shall:

- a. provide feedback to the Applicant regarding additional information that must be submitted as part of the conceptual excavation and phased development plan for reconsideration by the Town Board; or
 - b. upon acceptance of the conceptual excavation and phased development plan, the Town Board may direct the applicant to submit a full and complete excavation and phased development plan application as set forth herein; or
 - c. deny the conceptual excavation and phased development plan.
2. Upon direction of the Town Board, the applicant shall submit a full and complete excavation and phased development plan application to the Town Board, which shall be referred to the Planning Board for a detailed review and report. The Planning Board shall serve as Lead Agency and conduct the New York State Environmental Quality Review Act (SEQRA) review unless otherwise superseded by another involved agency. The Planning Board shall as part of the SEQRA review conduct a public hearing on the matter. Upon the conclusion of the SEQRA review, the Planning Board will issue a determination of environmental significance, and all associated approvals and permits. The Planning Board shall refer the entire application package back to the Town Board.
 3. Upon receipt of the entire application package from the Planning Board, the Town Board shall accept the SEQRA determination of the Planning Board and review all comments and recommendations provided by the Planning Board. Within 62 days of receipt of the application from the Planning Board, the Town Board shall give due notice and may hold a public hearing on the special use permit for excavation.

F. Town Board Action.

Within 30 days of the close of the public hearing, the Town Board shall act either to approve, approve with conditions or disapprove the special use permit for excavation.

1. With respect to the excavation permit and phasing, the Town Board shall make the following findings:
 - a. That the location, character and scope of the excavation activity, and the access and any temporary buildings, structures, facilities, or processing equipment, will reasonably safeguard the character of the neighborhood and surrounding property values, will not hinder, or discourage the appropriate development and use of adjacent property and, when completed, will conform to the appropriate and orderly development of the Town and neighborhood.
 - b. That the lot on which the excavation activity is to be conducted is of sufficient size and adequate dimension to permit the excavation activity in a manner that will not be detrimental to the neighborhood or adjacent property.
 - c. That reasonable provision will be made for screening the excavation activity including processing from view from adjacent streets and property, and that

- buffer transition areas will be provided to protect adjacent properties.
- d. That the streets serving the proposed excavation activity are adequate to carry prospective traffic, that provision will be made for entering and leaving the lot in such a manner that no undue hazard to traffic or undue traffic congestion is created and that adequate off-street parking and loading facilities will be provided for conduct of the excavation activity.
 - e. That the proposed excavation activity when completed, will not result in creation of soil erosion, sedimentation or fertility problems or drainage, sewerage or groundwater problems, or pollution which would impair the reasonable reuse and development of the lot and/or be detrimental to the neighborhood or adjacent property and that the excavation and phased development plan is consistent with the Town of Kent Comprehensive Plan.
 - f. That the proposed excavation activity, any buildings, structures, facilities or processing equipment and hours of operation will make provision for control of dust and lighting and otherwise will not be detrimental to the public health, safety and general welfare of the neighborhood and the community.
2. Such conditions and safeguards shall be attached to the special permit as the Town Board deems necessary and appropriate to assure continual conformance to all applicable standards and requirements.

H. Regulatory Compliance

Each application for a special use permit shall be in compliance with all pertinent regulations, including:

1. All applicable provisions of the Code of the Town of Kent, including but not limited to regulations for flood damage prevention, freshwater wetlands, tree removal, steep slope protection and stormwater management, subdivision of land, watercourses, soil hydrology, environmentally sensitive lands, zoning, and any other pertinent provisions.
2. New York City Department of Environmental Protection (NYCDEP), New York State Department of Environmental Conservation (NYSDEC) and all other applicable regulations.

I. Application Requirements

Each application for a special use permit shall be accompanied by the following:

1. A proposed site plan showing the size and location of the lot, the location of all buildings and proposed facilities, including access drives and parking areas, and all streets within 200 feet of the lot. The site plan shall use as a base map a recent, accurate boundary and topographic survey of the property depicting all existing improvements and grades prepared by a New York State licensed land surveyor. The plan shall depict all proposed site alterations and improvements and shall be prepared by a professional engineer, a landscape architect, or an architect licensed by the State of New York and shall include the following information:
 - a. A location map, at a convenient scale, showing the applicant's entire property and all boundaries, easements, and streets within 500 feet thereof.

- b. Show existing improvements, utilities, wells, and septic systems.
- c. The location and limits of the area of disturbance on the lot to be subject to the excavation activity and any lines delimiting areas not to be disturbed.
- d. Existing topography and proposed grade elevations at a contour interval of not more than two feet, unless waived by the Town Board, with existing topography to be shown on the subject parcel and within 200 feet of the area to be subject to the excavation operation, drawn to a scale of not less than 100 feet equals one inch.
- e. Show existing and proposed drainage within the limits of disturbance and within a distance of 200 feet outside of the limits of disturbance.
- f. Show existing wetlands, watercourses, and waterbodies and associated buffers delineated in compliance with pertinent provisions of the Code of the Town of Kent, including Chapter 39A, within the limits of disturbance and within a distance of 200 feet outside of the limits of disturbance.
- g. Show proposed truck and equipment access to the lot, including roadway and access improvements proposed.
- h. Show the location of wooded areas, existing buildings and structures and the location of any proposed buildings and structures within the limits of disturbance and within a distance of 200 feet outside of the limits of disturbance.
- i. Any proposed temporary or permanent screening of the excavation operation, such as by berms, fences, and landscaping.
- j. The location, size, use and architectural design of all existing buildings and structures.
- k. The location of all property lines and structures within 200 feet of the property boundary.
- l. Existing soil types, wetlands, and watercourses, one-hundred-year floodplains, bedrock outcrops, slopes in excess of 10%, and the location of trees with a diameter of six inches (6") or greater as measured 4.5' from the ground level (Direct Breast Height, or dbh).
- m. The location and capacity or number of all existing and proposed roads, driveways, parking and loading areas, including access and egress drives.
- n. The location of outdoor storage areas.
- o. The location of fire access roads and fire protection features.
- p. The location, description, and design of all existing and proposed site improvements, including building footprints, pavement, walkways, curbs, drains, culverts, retaining walls, fences, parks, open spaces, and recreation areas.
- q. The location, design and description of water supply and sewage disposal facilities.
- r. The location, design, and description of stormwater management facilities, including proposed grading plan.
- s. The location, height, and species of landscape plantings on a landscape plan.
- t. The character and location of all power distribution and transmission lines.
- u. The location and description of all subsurface site improvements and facilities.
- v. The location of any processing equipment and stockpiles.

- w. The extent and amount of cut and fill for all disturbed areas, including before-and-after profiles of typical development areas, building footprints, walkways, parking lots, driveways, and roads.
 - x. The total amount of cut and fill in cubic yards.
 - y. The average existing grade and the average proposed grade and depth of excavation.
 - z. Adequate provisions for the handling of stormwater runoff, including retention/detention, piping, or channeling to existing or proposed drainage systems during and after construction.
 - aa. Proposed phasing of development.
 - bb. A rock removal or blasting plan as determined to be required.
 - cc. If blasting is found to be required, a baseline potability and pollutant study and monitoring plan during and post-construction of surrounding wells. Test parameters and the location of the wells to be tested will be determined.
 - dd. Restoration or reclamation plan as determined to be required.
 - ee. A signature block for Town Board endorsement of approval.
 - ff. The name and address of the owner of the property proposed for development, along with the signature of said owner.
 - gg. The name and address of the applicant, if different, along with the signature of said applicant.
 - hh. At the request of the Town or Planning Board, any other pertinent information or materials determined to be necessary to assist in the review and evaluation of the proposed special use permit for excavation and provide for the proper enforcement of this chapter.
2. A Full Environmental Assessment Form (Full EAF) together with any supporting documents or other material intended to expand or clarify information contained in the Full EAF intended to assist the Town in the review of this project.
 3. A complete copy of all application materials submitted to the NYSDEC pursuant to Article 23, Title 27 of the Environmental Conservation Law, if applicable.
 4. A stormwater pollution prevention plan (SWPPP) consistent with the requirements of Town of Kent Town Code Chapter 66. The SWPPP shall meet the performance and design criteria and standards in Chapter 66, Article IV. The approved special use permit shall be consistent with the provisions of Chapter 66.
 5. A narrative addressing the following and such additional information deemed appropriate by the Town Board:
 - a. An evaluation of the proposed excavation activity relative to surrounding land uses, including an evaluation of potential environmental impacts, including but not limited to noise, dust, and visual impacts on surrounding land uses.
 - b. The duration of the operation through to site restoration, proposed hours and days of operation and the program for staging the site preparation, excavation and restoration in time and geographic sections.
 - c. The program of measures to be undertaken for control of noise, dust, soil erosion and sedimentation, water pollution, and the mitigation of visual impacts,

including outdoor illumination, and elements of a reclamation plan for the area of the lot to be subject to the excavation activity.

- d. An estimate of the number of vehicles expected to enter and exit the lot on a daily basis and at peak hours, and description of any roadway capacity and safety improvement proposed on the streets giving access to the lot.
- e. Description of the nature and capacity of any processing equipment proposed to be established on the lot.

J. Waiver of Requirements and Standards

1. Where the Planning Board finds that certain application requirements, data and information, set forth in section I, above, and standards as set forth in section K, below, are not required or are unnecessary to review the application for a special use permit and the potential effects of proposed excavation, it may waive specific requirements or standards upon written request of the applicant; provided that such waiver will not have the effect of nullifying the intent and purpose of this chapter or any chapter of the Town Code, or the State Environmental Quality Review Act.
2. In granting waiver(s), the Planning Board may require such conditions as will, in its judgment, secure substantially the objectives of the standards or requirements so varied or modified.

K. Performance Standards

The excavation activities shall conform to the following standards and conditions:

1. There shall not be any vegetation removal, clearing of the land or alteration of the site without first obtaining a special use permit for excavation from the Town Board.
2. There shall not be any vegetation removal, clearing of the land or hydrological alteration of any Town of Kent jurisdictional wetland, watercourse, and/or waterbodies and associated buffers without first obtaining a special use permit for excavation from the Town Board.
3. All excavation activities shall conform to the information, report, maps, plans and conditions approved by the Planning Board and Town Board.
4. The lot will be excavated and graded within the limits shown on the approved plans and in conformity with the proposed contour plan as approved.
5. The measures for noise, visual, soil erosion and sediment control will be installed, maintained, and completed in accordance with all approvals and permits.
6. The slopes will not exceed one foot of rise for two feet of horizontal distance or such lesser slope that the Planning Board may specify as necessary for the public health and

safety, soil stability or for the reasonable use of the property after completion of the operation.

7. There will be no excavation, processing or grading or removal within 50 feet of any property or street line, or a greater or lesser distance if approved by the Town Board.
8. There shall be no sharp declivities, pits or depressions, and proper drainage will be provided to avoid stagnant water, soil erosion and water pollution during and upon completion of operations.
9. The permittee shall maintain and repair all streets and roads affected by the conduct of the excavation operations and by the transport of any and all materials to and from the site and within the site; and such work shall be completed within the time provided for in the permit.
10. The lot will be cleared of all debris within the period for which the excavation permit is granted.
11. Except in the location of wetlands and watercourses and exposed ledge rock, the topsoil for a depth of twelve inches will be set aside and retained on the lot and will be respread over the excavated or graded area as the work progresses, that an approved ground cover will be planted and grown to an erosion-resistant condition upon the completion of the excavation or removal in accordance with the approved contour lines and that such work be completed within the period for which the local excavation permit is granted.
12. If required by the Town Board, the area to be excavated or a portion thereof shall be enclosed within a fence of such type, height, and location as the Board approves.
13. A schedule shall be established setting forth the following:
 - a. Limitations on the day of the week and the hours of the day during which any work, including or rock chipping, drilling, processing, or hammering, or blasting may be performed on the lot, in compliance with Town of Kent noise regulations.
 - b. The place and manner of disposal on the lot of excavated material.
 - c. Requirements as to the control of dust, noise, and lighting.
14. The applicant shall submit weekly reports, prepared by and bearing the seal of an engineer, showing the status and progress of the excavation activity to the Town Building Inspector.

L. Performance Bond and Insurance

1. Performance bond

In order to ensure the full and faithful completion of all construction activities related to compliance with all conditions set forth by the Town in its issuance of special use permit for excavation, the owner or applicant shall provide, as a condition of approval, a performance bond, supported by sufficient security in the form of cash bond, surety bond, a cash escrow account, irrevocable letter of credit or certified check drawn upon a national or state bank or other cash equivalent, which guarantees satisfactory completion of the project and names the Town as the beneficiary. The security shall be in an amount to be determined based on submission of final design plans. The amount of the performance bond shall be based on the submittal of a detailed cost estimate, which shall be reviewed by the Town Engineer, who shall report said recommendations to the Town Board.

- a. The bond shall be conditioned that any affected land shall be restored in conformity with the approved excavation permit and plans and the standards set forth by this section.
 - b. In the event of default in compliance with the excavation permit and plans or the terms of this section, the letter of credit or surety bond shall be forfeited to the Town.
 - c. The Town shall return to the operator any bonded amount that is not needed to cover the expenses of restoration, administration and any other expenses reasonably incurred by the Town as a result of the applicant's failure to comply with the terms of the excavation permit and plans of this section.
 - d. The security shall remain in full force until the applicant and/or developer is released from liability by the Town, provided that such period shall not be less than two years from the date of final acceptance or such other certification that the work covered under the permit and/or any phased development plan associated therewith and all improvements have been constructed and completed in accordance with all plans, specifications and approvals.
 - e. In the event of a proposed transfer of an excavation permit and plans, the Town Board shall require the filing of a certificate from the surety company issuing the bond then in effect, continuing the same bond as to the new permit holder or certifying that a new bond has been issued. In the absence of such certificate, no transfer of a permit will be allowed.
 - f. The required bond amount pursuant to this subsection shall be reviewed on a yearly basis to assure that a fair and reasonable bond is available to the Town should any default in performance of the requirements of the permit or this section occur.
 - g. At its discretion, the Town may accept cash or certified check, negotiable bonds of the United States government, United States Treasury notes, United States Treasury certificates of indebtedness, United States Treasury bills, bonds or notes of the State of New York, bonds of any political subdivision in the agency or of other New York State agencies or authorities, or bonds of public corporations of the State of New York, and irrevocable bank letter of credit, a certificate of deposit, or other forms of financial security acceptable to the Town. Acceptable substitutes, if furnished, shall be kept on deposit with the Town Clerk for the duration of the bond period. Any cash received pursuant to this section shall be maintained in an interest-bearing account, which interest shall accumulate during the life of the account and shall be refunded to the depositor when the cash is refunded.
2. Insurance
- After approval of the application and before issuance of any permit, the applicant shall present to the Town certificates of insurance evidencing liability insurance coverage. The minimum acceptable liability coverage for any permitted excavation and phased development plan shall be \$2,000,000. The liability coverage shall be maintained throughout the period of permit activity. The certificates of insurance shall provide for a thirty-day minimum notice period to the Town before cancellation of coverage.

M. Enforcement; penalties for offenses.

1. Notice of violation. When the Town determines that excavation and/or land disturbance is not being carried out in accordance with the requirements of this chapter, it may issue a written notice of violation to the landowner. The notice of violation shall contain:
 - a. The name and address of the landowner, developer, or applicant.
 - b. The address, when available, or a description of the building, structure, or land upon which the violation is occurring.
 - c. A statement specifying the nature of the violation.
 - d. A description of the remedial measures necessary to bring the land development activity into compliance with this chapter and a time schedule for the completion of such remedial action.
 - e. A statement of the penalty or penalties that shall or may be assessed against the person to whom the notice of violation is directed by the Town.
 - f. A statement that the determination of violation may be appealed to Town Board by filing a written notice of appeal within 15 days of service of notice of violation.
2. Stop-work orders. The Town may issue a stop-work order for violations of this chapter. Persons receiving a stop-work order shall be required to halt all excavation and/or land disturbance, except those activities that directly remedy the violations leading to the stop-work order. The stop-work order shall be in effect until the Town confirms that the excavation and/or land disturbance is in compliance and the violation has been satisfactorily addressed. Failure to address a stop-work order in a timely manner may result in civil, criminal, or monetary penalties in accordance with the enforcement measures authorized in this chapter.
3. Violations. Any excavation and/or land disturbance that is commenced or is conducted contrary to this chapter may be restrained by injunction or otherwise abated in a manner provided by law.
4. Indemnification of Town. If the NYSDEC shall serve a notice of violation upon the Town, bring an administrative complaint against the Town, and/or commence a civil suit against the Town due to a violation of State Pollution Discharge Elimination System (SPDES) General Permit for Stormwater Discharges from Municipal Separate Stormwater Sewer Systems (MS4) GP-02-02, as may be amended from time to time, and such notice of violation, administrative complaint, or civil suit is a result of, due to, a consequence of, or the outcome of the actions of a person who has violated the provisions of this chapter, then said person shall indemnify the Town for any and all fines, damages or penalties imposed by the NYSDEC upon the Town.
5. Penalties. In addition to or as an alternative to any penalty provided herein or by law, any person who violates the provisions of this chapter shall be guilty of a violation punishable by a fine as indicated in the most recent schedule adopted by the Town Board., or imprisonment for a period not to exceed six months, or both.
6. Withholding of certificate of occupancy. If any excavation and/or land disturbance conducted in violation of this chapter, the Town may prevent the occupancy of said building or land.

7. Restoration of lands. Any violator may be required to restore land to its undisturbed condition. In the event that restoration is not undertaken within a reasonable time after notice, the Town may take necessary corrective action, the cost of which shall become a lien upon the property until paid.

N. Term of Special Use Permit termination, expiration, and revocation

1. Special use permits may terminate with any change of use, expansion of use, failure to abide by the conditions of the special use permit or misrepresentation on an application.
2. A special use permit approval shall be void if construction is not started within one year of the date of Town Board approval and completed within two years of the date of such approval. Prior to its expiration, the special use permit approval may be renewed by written request of the applicant for up to two additional ninety-day periods.
3. Other special use permits granted for a particular operation shall terminate at the completion of the operation or upon expiration of the permit. Such limitation shall be specified as a condition of the special use permit.
4. No less than 30 days prior to the expiration of a special use permit, the applicant or permit holder shall make application to the Town Board for a renewal. Where the applicant is in full compliance with the previously approved conditions, including the requirements and standards in this chapter, the permit shall be renewed. Where the Code Enforcement Officer finds that the applicant is not in compliance with those decisions, the application shall be referred to the Town Board for review.
5. Upon notice of violation issued by the Code Enforcement Officer, the holder of a special use permit may remedy the violation within a period of 30 days, request a hearing before the Town Board or forfeit the special use permit which shall be revoked and become null and void.

O. Appeals

Any person or persons jointly or severally aggrieved by any decision of the Town Board may apply to the Supreme Court of the State of New York for relief through a proceeding under Article 78 of the Civil Practice Law and Rules of the State of New York. Such proceedings shall be governed by the specific provisions of Article 78 except that the action must be initiated as therein provided within thirty calendar days after the filing of the Board's decision with the Office of the Town Clerk.

If the provisions of any article, section, subsection, paragraph, subdivision, or clause of this chapter shall be judged invalid by a court of competent jurisdiction, such order of judgment shall not affect or invalidate the remainder of any article, section, subsection, paragraph, subdivision, or clause of this chapter.

Town of Kent Planning Board
25 Sybil's Crossing
Tel: 845-306-5712

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

Resolution 20
Year 2023

Memorandum

DATE: November 30, 2023
TO: Accounting
CC: elongonotti@hotmail.com
FROM: Vera Patterson
Re Longinotti Property – TM: 12.-3-1
Accepting an Erosion Control Bond

Resolved: On September 21, 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.

Mr. German asked for a motion to accept the Resolution prepared by Mr. Andrews as written, which includes the bond agreement and to approve the Erosion and Sediment Control bond in the amount of \$1,500.00 and \$1,000.00 for a Final Inspection Fees and to forward it to the Kent Town Board to accept.

The motion was made by Mr. German and seconded by Ms. Beshar. 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>

The motion carried.

Ms. Longinetti submitted the bond as noted above on November 30, 2023.

The Planning Board respectfully asks that, if the Town Board is in agreement, they approve these recommendations.

I, Vera Patterson, Planning Board Secretary of the town of Kent, County of Putnam, State of New York, do hereby certify that the foregoing is a true excerpt from the minutes of a meeting of the Planning Board of the Town of Kent held on September 21, 2023.



Vera Patterson

Dated: November 30, 2023

**EROSION CONTROL PERFORMANCE BOND
FOR
ETTORE & ELENA LONGINOTTI
16 SADDLE RIDGE COURT
HOLMES, NY 12531
TM: 12.-3-16**

Bond given by Ettore and Elena Longinotti, 16 Saddle Ridge Court, Holmes, NY 12531; Tax Map # 12.-3-16 ("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 11/30, 2023.

KNOW ALL PEOPLE BY THESE PRESENTS that the Obligor is held and firmly bound unto the Obligee in the sum of \$1,500.00, 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 placement of clean fill on a steeply sloped area adjacent to an existing swimming pool to establish a mowable flat area to provide more usable access around the pool.

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 grading the property. This property will be known as the "Longinotti Property" ("Project Plans") and the Erosion and Sediment Control Plan, prepared by Mr. Cory Bitts, Project Manager, Montesano Brothers, Inc., 76 Plain Road, New Rochelle, New York.

WHEREAS, all these plans were reviewed on September 19, 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 establish more usable access to the swimming 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, as condition to the issuance and approval of a Steep Slope and Erosion Control Permit, the Code requires the owner or applicant, prior to construction, to provide the Obligee with a cash escrow, an irrevocable letter of credit or a certified check drawn upon a national or state bank or other cash equivalent, which guarantees satisfactory completion of the Erosion and Sediment Control Plan, which security shall remain in full force and effect until the Obligor is released from liability by the Town, provided that such 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 September 19, 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 \$1,500.00 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.

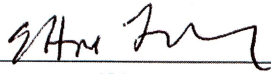
When the work shall have been fully completed as required by the conditions and specifications of the Planning Board either by **ETTORE AND/OR ELENA LONGINOTTI**, or by the Town of Kent, the aforesaid escrow monies (\$1,500.00 performance bond and remaining money left in the final inspection fee of \$1,000.00) after the work has been completed shall be returned or refunded to **ETTORE and/or ELENA LONGINOTTI**, except for any portion of the \$1,500.00 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 **ETTORE** and/or **ELENA LONGINOTTI**;

Dated: 11/30, 2023

ETTORE LONGINOTTI

By: 
(Signature)

(Print/Type signatory's name)

ETTORE LONGINOTTI

(Print/type signatory's title)

Owner/Obligee, ETORE LONGINOTTI

STATE OF New York)

) ss.:

COUNTY OF Putnam)

On the 30 day of November, 2023, before me, the undersigned, a notary public in and for said state, personally appeared Elena Longinotti, 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.


NOTARY PUBLIC

LAUREN LOUDERBACK Notary Public, State of New York No. 01LO6377030 Qualified in Putnam County Commission Expires June 25, 202 <u>6</u>
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Memorandum

To: Planning Board
Town of Kent

Attn: Hugo German
Chairman

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

Subject: Erosion Control Plan

Date: September 19, 2023

Project: Longinotti
TM # 12.-3-16

The following materials were reviewed:

- Town of Kent Memorandum-Longinotti Property dated June 21, 2020.
- Town of Kent Planning Board Site Plan Checklist-Longinotti Property.
- Town of Kent Planning Board Combined Application Form-Longinotti Property dated June 13, 2023.
- Drawing-Survey of Property-Longinotti Property prepared by Robert Bergendorff dated February 23, 1983, last revised September 22, 1986, scale 1" = 50'.
- Drawing-Proposed Fill Area-Longinotti Property, prepared by Empire Layout, L.L.C., dated July 10, 2023, scale 1" = 50'.

The project proposes the placement of clean fill on a steeply sloped area adjacent to an existing pool to establish a flat, mowable area adjacent to the pool and provide more usable access around the pool.

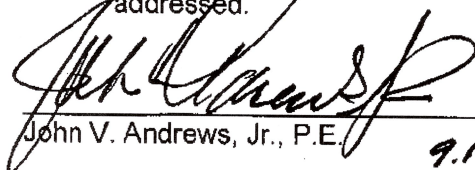
A field observation visit was made to the project site with Bruce Barber, PWS, Certified Ecologist, Bill Walters, Building Inspector and Tom Faraone on July 19, 2023 to observe existing conditions and determine the suitability of the site for the placement of the proposed fill. The area to be filled is a generally open steeply sloped area surrounded by trees. Access to the area for placement of the fill is available directly off the existing driveway and requires no tree removal or grading. No environmental or engineering issues were identified which would materially impact the placement of the fill. The area is close to the property line but is not likely to impact the neighboring property.

The following comments are provided for the Planning Board's consideration:

1. The proposed project is within the NYCDEP East of Hudson Watershed. Disturbance is below 5000 SF of land. The project does involve filling on a steep slope and involves the placement of approximately 1100 cubic yards of clean fill. A Town of Kent Steep Slope and Erosion Control Permit is required. Coverage under NYSDEC SPDES General Permit for Stormwater Discharges from Construction Activity, GP-0-20-001 is not required.
2. The proposed project is relatively minor in scope. The likely site disturbance associated with the action is below the 5000 SF threshold, even though the estimated fill to be placed is well above the threshold for a permit. The area of disturbance occurs on an existing steep slope that is close to adjacent to developed portions of the lot. Minimal if any tree removal is necessary. The approach to the area to be filled is level and accessible. The existing drive provides reasonable access for construction.
3. We recommend that the Planning Board waive the requirements of § 66-6.B. of the Kent Town Code and in lieu thereof require the applicant to provide an updated, dimensioned

site plan using the previously submitted "Proposed Fill Area" plan as the base map. This plan shall indicate the following information:

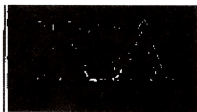
- The complete name and address of the record owner.
 - Details for the stabilized construction entrance and the silt fence.
 - The complete driveway configuration including its connection with the proposed construction entrance.
 - The limits of proposed disturbance encompassing the entire area to be disturbed by the access for and the placement of the fill, including the method of restoration (topsoil seed & mulch).
 - Add the following note per Town Code §66-6.K(1) "Within 10 days after installation of all erosion control plan measures, the applicant shall submit to the Building Inspector a letter from the qualified professional who designed the plan for the applicant/landowner stating that all erosion control measures have been constructed and installed in compliance with the approved plan(s)."
4. The source of fill and the amount to be imported to the site should be identified. All imported fill shall be accompanied by documentation that clearly establishes that the fill is "clean."
 5. We recommend the bond estimate of **\$1500.00** dated September 13, 2023, prepared by this office be accepted for the bond amount and recommended for approval by the Town Board. (A copy of our estimate is attached hereto for your convenience)
 6. Please note, per Town Code §66-7.A(2) "The security shall remain in full force until the applicant and/or developer is released from liability by the Town, provided that such period shall not be less than two years from the date of final acceptance or such other certification that the work permitted by the steep slope and erosion control permit has been constructed and completed in accordance with the approved permit and all plans and specifications forming the basis of the approved permit."
 7. The applicant is responsible for full payment of actual costs of erosion control inspections. An initial inspection fee deposit of \$1000 is to be paid to the Town in accordance with the Town of Kent Fee Schedule.
 8. Per §66-6.F, the public hearing can be waived as this is considered to be a minor project, involving the placement of clean fill. We defer to the pleasure of the Planning Board in this regard. We recommend the Planning Board consider waiving the requirement for a public hearing based on a finding that the proposed activity is of a minor nature which would not significantly alter, affect, or endanger steep slopes or result in uncontrolled and excessive erosion.
 9. We recommend the remaining project review be referred to the Planning Board consultants to be handled administratively.
 10. Provide a written response with future submittals stating how the comments have been addressed.


John V. Andrews, Jr., P.E. 9.19.2023

Attachment

cc: Planning Board via email
Bill Walters via email
23-261-999-185

Bruce Barber via email



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

387 Hooker Avenue, Suite 1
Poughkeepsie, NY 12603
Phone: (845) 452-7515

E-Mail Address: jandrews@rsaengrs.com

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

To: Planning Board Town of Kent

Attn: Hugo German, Chairman

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

Subject: Erosion Control Bond Amount

Date: September 13, 2023

Project: Longinotti

Tax Map: 12.-3-16

The erosion control bond is as follows:

ITEM	QUANTITY	UNIT	UNIT COST	TOTAL COST
Seed and mulch	3,600	SF	\$ 0.06	\$ 216.00
Stabilized construction entrance	1	EA	\$ 750.00	\$ 750.00
Silt Fence	150	LF	\$ 4.00	\$ 600.00
			TOTAL:	\$ 1,566.00

SAY \$1500.00

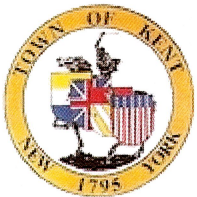
Jaime McGlasson

From: Assessor
Sent: Wednesday, November 29, 2023 11:05 AM
To: Jaime McGlasson
Subject: Reappointment of BAR member

I would like to reappoint Christopher Badolato to the Board of Assessment review for a five year term beginning on October 1, 2023 and running through September 30, 2028.

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



Dear Honorable Supervisor McGlasson & Members of the Board:

With Nick Mancuso's retirement effective today @ 1530 hours, the Municipal Repairs Manager position will be vacant. This is a critical spot that cannot be left unfilled, it will result in chaos being that this person manages the maintenance & repairs of 130 pieces of equipment that is needed on a daily basis by the various town department. This specifically a high priority for the Highway Department, especially with the onset of winter upon us.

I worked very closely with Nick being that the Highway Department makes up 75% of the equipment workforce and I recommend the following in order to keep things running smoothly & with continuity.

- Promote present Mechanic Matthew Kiernan to the Town of Kent approved Teamster Contract position of "Crew Chief Level II" (Old General Foreman Title) as the temporary manager of Municipal Repairs. Matt is capable of doing the job and can fill the spot until the Board comes up with a permanent solution. It is a difference of .17 cents an hour. I have spoken to Matt & he is willing to take on the extra responsibilities at this time.

I urge you to do this ASAP, I am very concerned about having to go into the winter without us taking any action on this situation. There is still a supply chain problem & we must be proactive in keeping all our fleets operating for public safety.

Thank you.

Sincerely:

Richard T Othmer Jr.
Highway Super



MUNICIPAL REPAIRS

Nicholas Mancuso, Service Manager

62 Ludington Court

Kent Lakes, NY 10512

(845) 225-6612

municipalrepairs@townofkentny.gov

Date: November 14, 2023

Subject: Mechanic Helper Position

Supervisor Jaime McGlasson and Town Board Members,

I am requesting approval to move Christopher Carroll from his current position as Temporary Mechanic helper to Full Time Mechanic Helper.

Christopher has proved himself in his position and exceeded my expectations in many ways. He has proven to be a quick learner eager to participate and achieve the objective set forth daily. The Town of Kent will gain in many ways with his promotion. I created an atmosphere that promotes productivity and Christopher fits in perfectly.

I look forward to your decision.

Thank you,


Nicholas Mancuso

Service Manager

Town of Kent

NOTICE OF
ADVERTISEMENT FOR
BIDS
FOR THE **TOWN** OF
KENT

I, Yolanda D. Cappelli, Town Clerk of the Town of Kent, Putnam County, New York, will accept sealed bids at the Kent Town Center, 25 Sybil's Crossing, Kent Lakes, New York 10512 until 12:00 noon, _____, at which time they will be opened and publicly read for Generator Fuel Oil.

Dyed Diesel for Generators delivered to Kent Town Complex, Town Hall, Kent Police Department, Kent Library, Horsepound Road, Will Way and Marion Way and Town of Kent Highway Garages at Ludington and Smokey Hollow.

Bidder must be within 40 square miles to deliver promptly. The bid must be priced on the low New York Harbor Barge Resellers as of _____, plus transportation and delivery with a 3,000 gallon truck. Attach copy of Journal of Commerce.

Complete specifications are on file in the Town Clerk's office at the Kent Town Center and on the Town's website at www.townofkentny.gov. Bids must be submitted on a bid form accompanied by a non-collusion bidding certificate in accordance with Section 103-d of the General Municipal Law.

Bids must be submitted in sealed envelopes at the above address and must bear on the face thereof the name and address of the bidder and the inscription "Off Road/Home Heating Oil".

Bid prices will be effective from January 1, 2024 through January 31, 2025.

The right is reserved to reject any or all bids, or to procure by State/County and other towns Contract bid if prices warrant.

By Order of the Kent Town Board.

Yolanda D. Cappelli Town Clerk

TOWN OF KENT BID FORM

**OIL
PER
GALLON**

DYED DIESEL FOR GENERATORS DELIVERED TO:

TOWN HALL GENERATOR	\$ _____
KENT POLICE DEPT GENERATOR	\$ _____
KENT LIBRARY GENERATOR	\$ _____
HORSEPOUND ROAD GENERATOR	\$ _____
WILL WAY GENERATOR	\$ _____
MARION WAY GENERATOR	\$ _____
KENT HIGHWAY LUDINGTON CT GENERATOR	\$ _____
KENT HIGHWAY SMOKEY HOLLOW GENERATOR	\$ _____

NOTICE OF
ADVERTISEMENT FOR
BIDS
FOR THE **TOWN** OF
KENT

I, Yolanda D. Cappelli, Town Clerk of the Town of Kent, Putnam County, New York, will accept sealed bids at the Kent Town Center, 25 Sybil's Crossing, Kent Lakes, New York 10512 until 12:00 noon, _____, at which time they will be opened and publicly read for Fuel Oil.

Diesel Fuel- delivered to 301 and 311, Highway Garage.

Fuel Oil-#2 heating purpose for Route 311 and Route 301 Highway Garages, Lake Carmel Park Department Garage, Old Town Hall, Kent Town Center Complex (Town Hall, Police, and Library), Lake Carmel Community Center, Huguenot Road and Arts on the Lake. Please list cost of annual service per year and hourly repair rate thereafter.

Bidder must be within 40 square miles to deliver promptly. The bid must be priced on the low New York Harbor Barge Resellers as of _____, plus transportation and delivery. Attach copy of Journal of Commerce.

Complete specifications are on file in the Town Clerk's office at the Kent Town Center and on the Town's website at www.townofkentny.gov. Bids must be submitted on a bid form accompanied by a non-collusion bidding certificate in accordance with Section 103-d of the General Municipal Law.

Bids must be submitted in sealed envelopes at the above address and must bear on the face thereof the name and address of the bidder and the inscription "Fuel and Diesel Oil".

Bid prices will be effective from January 1, 2024 through January 31, 2025.

The right is reserved to reject any or all bids, or to procure by State/County and other towns Contract bid if prices warrant.

By Order of the Kent Town Board.

Yolanda D. Cappelli Town Clerk

TOWN OF KENT BID FORM

	OIL PER GALLON	PER BURNER ANNUAL SERVICE	REPAIR HOURLY RATE THEREAFTER
DIESEL OIL	\$ _____		
FUEL OIL #2 HEATING OIL DELIVERED TO:			
311 HIGHWAY GARAGE	\$ _____	\$ _____	\$ _____
301 HIGHWAY GARAGE	\$ _____	\$ _____	\$ _____
LAKE CARMEL PARK DISTRICT GARAGE	\$ _____	\$ _____	\$ _____
OLD TOWN HALL			
TOWN HALL-KENT TOWN CENTER	\$ _____	\$ _____	\$ _____
KENT POLICE DEPARTMENT	\$ _____	\$ _____	\$ _____
KENT LIBRARY	\$ _____	\$ _____	\$ _____
LAKE CARMEL COMMUNITY CENTER	\$ _____	\$ _____	\$ _____
OLD LAKE CARMEL FIRE DEPT.	\$ _____	\$ _____	\$ _____

*****PLEASE GIVE THREE SEPARATE BIDS*****

- 1. OIL PER GALLON**
- 2. ANNUAL SERVICE FOR ALL BOILERS**
- 3. HOURLY RATE THEREAFTER**

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:

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: _____

TOWN OF KENT:

By: _____
Please Print Name & Title

ACKNOWLEDGMENT OF PUTNAM COUNTY:

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:

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

Town of Kent
POLICE DEPARTMENT

40 SYBIL'S CROSSING, KENT LAKES, NEW YORK 10512

Address All Communications
To: Chief of Police
kentpolice@townofkentny.gov

Emergency: (845) 225-4600
Office: (845) 225-5646
Fax: (845) 306-5288

December 1, 2023

Supervisor McGlasson & Kent Town Board
Town of Kent Administrative Offices
25 Sybil's Crossing
Carmel, New York 10512

Dear Supervisor McGlasson & Kent Town Board:

The Town of Kent Police Department respectfully requests permission to purchase 2 - fully equipped 2023 Dodge Durango Police Pursuit SUV's for the price of \$61327.67 each from "Joe Cecconi's Chrysler and Emergency Vehicle Specialist. Using a (New York State Municipal Bid Contract).

Attached is a quote outlining all of the equipment that is included, Sgt. Corey Ashe and Nick Mancuso worked on the specifications. The monies for this purchase are in our 200 line for budget year 2024.

I would like to take this opportunity to thank you in advance.

Respectfully,


Chief Kevin R Owens

Serving Our Community 24 Hours A Day

Falls Dodge DBA:

Joe Cecconi's Chrysler Complex

2380 Military Rd

Niagara Falls, NY 14304

(716) 286-9063

Gov.fleet@joeecs.com

716-512-2451 Direct

Quote

Town of Kent

Description	Qty	Unit price	Total price
2023 Durango Pursuit V8 White	2	\$43,525.00	\$87,050.00
EVS Upfit	2	\$17,802.67	\$35,605.34

Notes:

Pricing Includes Dealer Doc Fee

Pricing Assumes Tax Exempt and Joe Cecconi's does not register

This quote does include shipping to EVS

**EMERGENCY VEHICLE SPECIALIST**

(Physical) 1518 Rt. 9 Suite 1
 Wappingers Falls, New York 12590
 (Billing) 17 Spoor Ave.
 Poughkeepsie, New York 12603

Estimate

Date	Estimate #
9/23/2023	903

Name / Address
TOWN OF KENT POLICE 40 SYBILS CROSSING CARMEL HAMLET, NY 10512

				Project
Description	Qty	Rate	MPN	Total
2023 DODGE DURANGO				
WHELEN LEGACY WCX DUO LIGHTBAR PACKAGE WITH CORE	1	4,197.50	EB8DEDD	4,197.50T
WHELEN COMMON CORE WCX CONTROL CENTER	1	0.00	C399	0.00T
WHELEN WCX CONTROL HEAD ROTARY KNOB	1	0.00	CCTL6	0.00T
WHELEN ODBII CANPORT KIT DODGE DURANGO	1	0.00	C399K3	0.00T
WHELEN WECANX EXPANSION MODULE	1	178.00	CEM16	178.00T
WHELEN WECANX ETERNAL AMP	1	256.00	CEXAMP	256.00T
WHELEN 100 WATT SPEAKER	2	190.00	SA315P	380.00T
WHELEN SPEAKER BRACKET 2021 DURANGO	1	0.00	SAK54	0.00T
WHELEN WEX HOWLER SINGLE SPEAKER	1	518.00	CHWLUNI	518.00T
SOUND OFF INTERSECTION LIGHT RED/WHITE/BLUE	2	198.00	ENT3B3RBW	396.00T
SOUND OFF UNDER MIRROR MOUNT BRACKET	2	18.00	PMP2BKUMB4	36.00T
WHELEN ION T DUO RED/BLUE	2	122.00	TLI2J	244.00T
WHELEN MIRROR BEAM DODGE DURANGO	1	371.55	MBDD19	371.55T
EVS 600 STICK	1	199.00	E66	199.00T
FENIEX L BRACKET	2	8.50	FN-4016	17.00T
WHELEN SURFACE MOUNT STRIP LIGHT RED/BLUE	2	148.14	PSJ02FCR	296.28T
WHELEN STRIP LTE 90 BKT PSBKT90	2	21.00	PSBKT90	42.00T
TROY CONSOLE 2021+ DODGE DURANGO	1	486.00	CC-21DUR-0810	486.00T
TROY CUP HOLDER	1	46.00	AC-INBGH	46.00T
TROY PRINTER ARMREST	1	320.00	AC-PENPRTR-CC	320.00T
		Subtotal		
		Sales Tax (0.0%)		
		Total		

**EMERGENCY VEHICLE SPECIALIST**

(Physical) 1518 Rt. 9 Suite 1
Wappingers Falls, New York 12590
(Billing) 17 Spoor Ave.
Poughkeepsie, New York 12603

Estimate

Date	Estimate #
9/23/2023	903

Name / Address
TOWN OF KENT POLICE 40 SYBILS CROSSING CARMEL HAMLET, NY 10512

Project

Description	Qty	Rate	MPN	Total
TROY 4" STORAGE TRAY	1	34.00	FP-SGTRAY	34.00T
TROY MOTOROLA APX 05 REMOTE HEAD FACE PLATE	1	0.00	FP-MXTL2500	0.00T
TROY WHELEN CARBIDE FACEPLATE	1	0.00	FP-WCENCOM-JD	0.00T
TROY SIDE MOUNT COMPUTER MOUNT WITH SLIDE ARM		409.00	CM-SDMT-SL-LED	409.00T
SETINA 4 LIGHT PUSH BUMPER DODGE DURANGO MPOWER (WHELEN ION)	1	940.00	bk2168dur11	940.00T
SETINA SINGLE PARTITION WITH REPLACEMENT SEAT	1	1,007.00	1K0574DUR11 FSR	1,007.00T
SETINA REAR REPLACEMENT SEAT,WITH REAR CARGO BARRIER	1	1,334.34	QK0635DUR11	1,334.34T
SETINA DODGE DURANGO HORIZONTAL WINDOW BARRIERS	1	267.00	WK0514DUR11H	267.00T
SETINA BLAC RAC	1	645.00	GK0068E	645.00T
CARGO RAXX DODGE DURANGO	1	535.00	S4D	535.00T
CARGO RAXX FULL LOADED PACKAGE, 2 FLARE BOXES, EXTINGUISHER,CAUTION TAPE, HALIGAN MOUNT	1	235.00	FL PACKAGE	235.00T
STREAMLIGHT STINGER 75866	1	159.00	STINGER 75866	159.00T
EVS ELECTRICAL PACKAGE (INCLUDES 1 MAG MOUNT)	1	385.00	ELECTRICAL	385.00T
5-1 vehicular antenna, 4g	1	248.00	m2d-g55ww-18-ssrrt-b	248.00T
MAGNETIC MIC	1	36.00	MAGNETIC	36.00T
SHIPPING	1	285.00		285.00T

Subtotal**Sales Tax (0.0%)****Total**

EMERGENCY VEHICLE SPECIALIST

**(Physical) 1518 Rt. 9 Suite 1
Wappingers Falls, New York 12590
(Billing) 17 Spoor Ave.
Poughkeepsie, New York 12603**

Estimate

Date	Estimate #
9/23/2023	903

Name / Address
TOWN OF KENT POLICE 40 SYBILS CROSSING CARMEL HAMLET, NY 10512

[illegible]



KEVIN M. BYRNE
County Executive

MICHAEL CUNNINGHAM
Director

November 22, 2023

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

Dear Supervisor McGlasson,

Enclosed please find the Outreach Worker services contract between Putnam County Office for Senior Resources and the Town of Kent for the term of January 1, 2024 through December 31, 2024.

Please **sign** and **notarize** the duplicate contracts and send them back as soon as possible, so it may be put through the proper channels for execution.

Thank you, in advance, for your prompt attention to the above. If you have any questions, please feel free to contact me at (845) 808-1700.

Sincerely,

Marlene Barrett
Deputy Director

**Agreement
between
COUNTY OF PUTNAM
and
TOWN OF KENT**

THIS AGREEMENT, made by and between **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, by and through its Office for Senior Resources (hereinafter referred to as the "COUNTY") and **TOWN OF KENT**, a municipal subdivision located at 25 Sybil's Crossing, Kent Lakes, New York 10512 (hereinafter referred to as the "TOWN").

WHEREAS, the TOWN is a municipal subdivision in the County of Putnam, with more than 2,000 residents over the age of 60 years; and

WHEREAS, the parties herein recognize a need for linkage to County and other governmental agencies for residents of the TOWN who are over the age of 60 years; and

WHEREAS, the TOWN agrees that an Outreach Worker provided by the COUNTY to the TOWN in order that such linkage be provided to residents of the TOWN who are over the age of 60 years, as more fully described herein, is in the best interests of the TOWN.

NOW, THEREFORE, in consideration of the terms and conditions herein contained, the parties agree as follows:

FIRST: The TOWN agrees to pay the sum of TWO THOUSAND FIVE HUNDRED (\$2,500.00) DOLLARS to the COUNTY for the services of an Outreach Worker, to be furnished by the COUNTY and agreeable to the TOWN, in accordance with the terms and conditions set forth herein.

SECOND: The COUNTY agrees to provide an Outreach Worker to the TOWN, upon the terms and conditions set forth herein:

Duties:

- a) The Outreach Worker shall actively seek out and assist persons residing in the TOWN's geographical area who are over the age of 60 years and have health and/or financial problems and/or are in need of governmental assistance; and
- b) The Outreach Worker shall provide such persons with the guidance and assistance necessary to contact and/or make application for/to obtain services from the proper governmental agencies and other available resources.

Hours:

- a) The Outreach Worker shall be available to guide and assist such persons at a designated area provided by the Office for Senior Resources and provide office hours and home visits, on demand and as deemed necessary to carry out the foregoing services, for a minimum of 12.5 hours per week.

THIRD: The COUNTY agrees that it will at all times faithfully, industriously and to the best of its ability, 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.

FOURTH: The term of this Agreement will commence January 1, 2024 and will terminate on December 31, 2024, unless otherwise terminated in accordance with paragraphs "SEVENTH" or "EIGHTH" hereof.

FIFTH: As also provided in Paragraph "FIRST" herein, for the services rendered by the Outreach Worker according to Paragraph "SECOND", the TOWN shall submit full

payment in the amount of \$2,500.00 to the COUNTY on or before December 31, 2024. It is understood and agreed that any reduction in payment to the COUNTY by the TOWN may result in reduced hours (including benefits) of the Outreach Worker.

The COUNTY shall be responsible for the payment of the Outreach Worker's salary and benefits, including training expenses and other related costs, over and above the sums payable to the COUNTY by the TOWN under this Agreement. Additionally, to the extent the Outreach Worker is required to use his/her personal vehicle in the performance of his/her duties under the terms of this Agreement, the COUNTY shall reimburse the Outreach Worker for such expenses at the current Internal Revenue Service approved mileage rate.

Any and all requests for payment to be made will be submitted on properly executed claim forms (or invoices) of the COUNTY and paid only after approval by the Director of the Office for Senior Resources or his/her duly authorized representative.

The COUNTY'S files and records shall be kept in accordance with sound accounting practices and each transaction shall be fully documented. Should the TOWN request such files and records, the COUNTY shall provide the files and records to the TOWN, within ten (10) business days of the TOWN'S request.

SIXTH: The work to be performed pursuant to the terms of this Agreement will commence promptly upon assignment by the Director of the Office for Senior Resources or his/her duly authorized representative and will be conducted in the best interest of the parties.

SEVENTH: It is understood and agreed by and between the parties hereto that payment by the TOWN under the terms of this Agreement is a material element of this Agreement. Any failure to provide said payment will be deemed a material breach and this Agreement will

terminate without notice. No substitution of the services will be permitted during the term of this Agreement without the express written consent of the TOWN.

EIGHTH: Except as otherwise provided in paragraph "SEVENTH" herein, the COUNTY, upon ten (10) days' notice to the TOWN, may terminate this Agreement, in whole or in part, when the COUNTY deems it to be in its best interest. In such event, reimbursement to the TOWN for payments already made by the TOWN will be prorated and the COUNTY will be liable only for payment for services already rendered and expenses incurred under this Agreement prior to the effective date of termination.

The TOWN, upon thirty (30) days' notice to the COUNTY, may terminate this Agreement, in whole or in part, when the TOWN deems it to be in its best interest.

In the event of a dispute as to the value of the services rendered to the TOWN by the Outreach Worker prior to the date of termination, it is understood and agreed that the Director of the Office for Senior Resources or his/her duly authorized representative will determine the value of such services rendered by the Outreach Worker. Such reasonable and good faith determination will be accepted by the TOWN as final.

NINTH: Any purported delegation of duties or assignment of rights under this Agreement without the prior express written consent of the COUNTY is void.

TENTH: Where applicable, the COUNTY will comply, at its sole expense, with the provisions of all state and municipal requirements and with all state and federal laws applicable to the COUNTY as an employer of labor or otherwise. The COUNTY will further comply with all rules, regulations and licensing requirements pertaining to its professional status and that of

its employees, partners, associates, subcontractors and others employed to render the services hereunder, as applicable.

ELEVENTH: No discrimination by the COUNTY will be permitted during the performance of this Agreement with respect to race, religion, creed, color, national origin, sex, age, handicap, political affiliation or beliefs.

TWELFTH: TOWN agrees, to the fullest extent permitted by law, to protect, defend, indemnify and hold the County of Putnam and its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this Agreement and/or the performance hereof, unless that liability was created by the sole and exclusive negligence of the COUNTY. The TOWN further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at its sole expense, and agrees to bear all costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

COUNTY agrees, to the fullest extent permitted by law, to protect, defend, indemnify and hold the Town of Kent and its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this Agreement and/or the

performance hereof, unless that liability was created by the sole and exclusive negligence of the TOWN. The COUNTY further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at its sole expense, and agrees to bear all costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

THIRTEENTH: The failure of the COUNTY to insist, in any one or more instances, upon strict performance of any term or condition herein contained shall not be deemed a waiver or relinquishment for the future of such term of condition, but the same shall remain in full force and effect. No waiver by the COUNTY of any provision hereof shall be implied.

FOURTEENTH: All notices of any nature referred to in this Agreement shall be in writing and hand delivered or sent by registered or certified mail, postage pre-paid, to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing:

To the COUNTY:

COUNTY ATTORNEY
48 Gleneida Avenue
Carmel, New York 10512

To the TOWN:

TOWN OF KENT
25 Sybil's Crossing
Kent Lakes, New York 10512

All notices shall be effective on the date of mailing.

FIFTEENTH: COUNTY may terminate or suspend its performance under the Agreement immediately upon the occurrence of a "force majeure". For purposes of the Agreement, "Force Majeure" shall include, but not be limited to, natural disasters, war, rebellion, insurrection, riot, strikes, lockout, pandemic, epidemic, governmental emergency orders and any

unforeseen circumstances and acts beyond the control of the COUNTY which render the performance of its obligations impossible.

SIXTEENTH: This Agreement and its attachments constitute 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.

SEVENTEENTH: 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.

EIGHTEENTH: Unless specifically provided by law, electronic signatures may be used in lieu of a signature affixed by hand. The use of said electronic signatures shall have the same force and effect of law and shall be deemed binding. Moreover, this contract shall not be deemed effective until fully executed by the TOWN, the required COUNTY signatories and the County Executive.

IN WITNESS WHEREOF, the parties have executed this Agreement in Carmel, New York, on the date hereinabove set forth.

Date
TOWN OF KENT
25 Sybil's Crossing
Kent Lakes, New York 10512

By: _____
Please Print Name & Title

ACKNOWLEDGMENT OF TOWN:

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

On this _____ day of _____, 2023 before me 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 s/he executed the same in his/her capacity and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public