

**TOWN OF KENT  
TOWN BOARD MEETING  
Tuesday, October 19, 2021**

**Executive Session:** 6:15 p.m.

Discuss the medical, financial, credit or employment history of a particular person or corporation, or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation

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

1. Pledge of Allegiance
2. Roll Call
3. Discussion and/or Vote on the following:
  - a. Recreation – Purchase of Turf Products Sand Pro 5040 field groomer, transfer of Smithco Sand-Star Zee field groomer to Lake Carmel Park District, advertise for part-time Recreation Assistant
  - b. Building Inspector - Set Public Hearing for demolition buildings on TM# 44.5-2-28 and TM# 44.5-2-29
  - c. Intermunicipal Agreement for Shared Electrical Inspections
  - d. Code Enforcement – Correction of violations at TM# 11.11-1-25, TM# 33.58-1-34
  - e. Police – Accept grant for bullet proof vests, body cameras
  - f. Lake Carmel Fire Department – set Public Hearing for contract
  - g. Request for approval of equipment installation on cell tower
  - h. JCAP grant – Rescind resolution, vote on more specific resolution
  - i. Accept Brutting Collection donation to Town Historian
  - j. Set Public Hearing for the 2022 Preliminary Budget
  - k. Approval of Vouchers and Claims
4. Announcements
5. Public Comment

## Maureen Fleming

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**From:** Recreation  
**Sent:** Wednesday, October 6, 2021 4:44 PM  
**To:** Maureen Fleming  
**Cc:** Accountant; Kent Parks  
**Subject:** Transfer/Purchase Field Groomer  
**Attachments:** Need Turf Equip Auction Result.pdf; Turf Products Quote 83132.pdf; Purchase Request Letter - Turf Products Sand Pro 5040.pdf

Hi Maureen,

Following up on our earlier conversations, I spoke to a salesman at Malvese Equipment in Queens who said that the value of a used Smithco Sandstar Zee field groomer from 2016 and purchased of a state contract would be about half of what we purchased it at. We bought ours for \$10,336. Furthermore, I found confirmation of his estimate through an auction house that sold our exact model for \$5264 in 2020 (see attached). Thus, I think it's fair that I recommend the transfer of the Recreation & Parks' SmithCo Sandstar Zee to Lake Carmel Parks in exchange for a transfer of \$5168, or exactly half of the item's original purchase price.

With that said, as discussed, I would also like to request that board approve the purchase of a Turf Products Sand Pro 5040 field groomer as per my letter provided to you during our budget meeting and attached to this e-mail. The item cost with all necessary attachments comes to \$27,898.89 as per Sourcewell Contract #031121-TTC, which is referenced in the attached quote from Turf Products.

This is my first time making the purchase of such an expensive piece of equipment and enacting a transfer of equipment between departments, so please let me know if you require anything further from me.

Thank you,

Jared Kuczenski  
Director of Recreation & Parks  
Town of Kent, New York  
845-531-2100



## Kent Recreation & Parks Department

Town of Kent, New York  
845-531-2100  
recreation@townofkentny.gov  
www.townofkentny.gov

August 24, 2021

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

RE: 2022 Recreation & Parks Budget – Purchase of New Infield Groomer

Dear Supervisor Fleming,

As we prepare the 2022 Recreation & Parks Department budget I would like to address a significant need for our department, that being the purchase of a new baseball/softball infield groomer. Currently we own two groomers, a Toro Sand Pro 420, which is just about 19 years old, and a SmithCo Sandstar, which is just about 7 years old. Our issues with the current roster of machines are as follows:

1. The 19 year old Toro is showing significant signs of its age and is now regularly being repaired by municipal repairs and our staff. It will continue to work, but at this point is better suited as a backup or a reserve machine when circumstances require numerous fields be prepared in a short amount of time. It can no longer handle the 7-day-a-week use required of it.
2. The 7 year old Smithco machine, while in good shape, is not suitable for grooming infields. Chris and Nick have tried to modify it several times, but to no avail. The issues with this specific machine are as follows:
  - a. It is only 2-wheel drive, which doesn't work when fields are anything other than perfectly dry, which is rare.
  - b. There is no hydraulic lift on the middle or rear grooming attachments, which means that on wet fields it drags mud all around with it and on hard fields it doesn't dig in to turn the clay, the latter leaving the field with concrete-like playing conditions.
  - c. Because it is a company described "budget model," it is unable to accommodate the addition of even an electrically regulated lift, which more advanced units allow.
  - d. Furthermore, the lack of a hydraulic or electric lift also prevents the user from being able to mix dry clay with wet clay to get fields playable, forcing us to use an excessive amount of drying agent where we wouldn't have needed to otherwise.
  - e. Lastly, the middle attachment on the machine, which is the most vital attachment for turning the clay and getting fields playable, doesn't drop deep enough into the clay even in ideal conditions and on its lowest setting. This renders it ineffective even for general day-to-day field maintenance and poses long term issues as the clay mix continues to separate over time due to inadequate mixing and turning.



## Kent Recreation & Parks Department

Town of Kent, New York

845-531-2100

[recreation@townofkentny.gov](mailto:recreation@townofkentny.gov)

[www.townofkentny.gov](http://www.townofkentny.gov)

With that said, I am requesting that we take the necessary steps to either auction off the Smithco Sandstar or effect a transfer of the machine to the Lake Carmel Parks District, as their Crew Chief Frank Sabatini has expressed interest in the unit. From there I would then ask that we purchase a new Toro Sand Pro 5040, including all necessary attachments, as per the attached quote. This quote has been provided to us from our local Toro distributor, Turf Products, and they have quoted us based on of a previously accepted municipal contract as noted.

Thank you in advance for your consideration in this matter and should you have any questions please contact me or Nick Mancuso of Municipal Repairs.

Jared Kuczenski  
Director of Recreation & Parks

Nicholas Mancuso  
Automotive Service Manager

Christopher Kehoe  
Parks Crew Chief



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Keywords

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# SMITHCO SAND-STAR ZEE

Trap & Bunker Rakes

Sold Price: USD \$5,264

Auction Ended: March 28, 2020



Financial Calculator

## Seller Information

**Fahey Sales Auctioneers & Appraisers**

Hutchinson, Minnesota 55350

Machine Location:

Glencoe, Minnesota 55336

### General

**Manufacturer** SMITHCO

**Model** SAND-STAR ZEE

**Condition** Used

**Description** model 45-501-A, 22hp Briggs & Stratton Commercial Turf engine

### Powertrain

**Horse Power** 22 HP



# turf products

# QUOTE

157 Moody Road • PO Box 1200 • Enfield, CT 06082  
Main Office: (800) 243-4355 • FAX: (860) 763-5550

Prepared For: Chris Kehoe  
**TOWN OF KENT**  
25 SYBIL'S CROSSING; KENT LAKES, New  
York 10512 United States

Ship To: Town of Kent 5040 Sandpro  
Quote Number: Q83132  
Quoted Date: **09/30/2021**  
Prepared By: Keith Kohlasch  
kkohlasch@turfproductscorp.com  
(860) 214-0245

Qty	Model #	Description	MSRP	% Disc	Award	Extended
1	08745	Sand Pro 5040	\$26,459.00	22 %	\$20,638.02	\$20,638.02
1	08714	Manual Blade (40 Inch)	\$2,074.00	22 %	\$1,617.72	\$1,617.72
1	08733	Spring Tine Toolbar	\$1,377.00	22 %	\$1,074.06	\$1,074.06
1	08781	Rear Remote Hydraulic Kit	\$2,557.00	22 %	\$1,994.46	\$1,994.46
1	08752	Spring Rake	\$963.00	22 %	\$751.14	\$751.14
1	108-9427	QAS A-Frame Assembly	\$547.81	22 %	\$427.29	\$427.29
1	08838	Midmount Toolbar System	\$1,790.00	22 %	\$1,396.20	\$1,396.20

Sourcwell Contract  
# 031121-TTC

Toro Total:	\$27,898.89
Non - Toro Total:	\$0.00
Set Up:	\$0.00
Freight:	\$0.00
Trade Ins:	(\$0.00)
State Sales Tax:	\$0.00
<b>Total Price:</b>	<b>\$27,898.89</b>



# turf products

# QUOTE

157 Moody Road • PO Box 1200 • Enfield, CT 06082  
Main Office: (800) 243-4355 • FAX: (860) 763-5550

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1	08752	Spring Rake	\$963.00	22 %	\$751.14	\$751.14
1	108-9427	QAS A-Frame Assembly	\$547.81	22 %	\$427.29	\$427.29
1	08838	Midmount Toolbar System	\$1,790.00	22 %	\$1,396.20	\$1,396.20

Sourcewell Contract  
# 031121-TTC

Toro Total:	<b>\$27,898.89</b>
Non - Toro Total:	\$0.00
Set Up:	\$0.00
Freight:	\$0.00
Trade Ins:	(\$0.00)
State Sales Tax:	\$0.00
<b>Total Price:</b>	<b>\$27,898.89</b>



Office (845) 306-5597

Fax (845) 225-5130

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

October 20<sup>th</sup> 2021

TM# 44.5-2-29 & 44.5-2-28

Sclafani Fam.Ltd. Partners  
PO BOX 561  
Carmel, NY 10512

238-240 Route 52 Inc.  
PO Box 561  
Carmel NY 10512

RE: 238-240 Route 52 & Sclafani Fam.Ltd. Partners  
Carmel NY 10512

Dear Sir/Madam:

The premises now or formerly owned by 238-240 Route 52 located in the Town of Kent, Putnam County, New York located on 238-240 Route 52. was inspected on September 9<sup>th</sup>. 2021 and the following were found:

1. The structure is unfit for the purposes for which it may lawfully be used.

Building 1 was found the main rear support missing section and rotten

Building 2: Found multiply holes in the roof with rafters showing in two section of the building.

Bow in the roof support system in the rear. The wall on side D has signs of wall support

failure of the main foundation beam. Water was evident in the basement and dripping from

the though the floor into the basement area. The front porch is not plumb and steps

are missing. Bad or rotten main support Side A/B.

Hole on dormer roof and dormer siding has sign of decay.

Gutter system fallen off building.

Missing foundation beam support Side D.

Peeling paint. These are violation of NYS Property maintenance code 107.1.1

and Chapter 51a-11B-d of the town code.

2. A potential fire hazard.



In regard to the above, this is an order to remove subject building and remove all debris from the premises commencing within thirty (30) days of the serving of this notice and shall be completed within sixty (60) days thereafter.

Pursuant to Section 29-6 (E) of the Town of Kent Code, you are hereby further notified that a hearing before the Town Board of the Town of Kent in relation to such dangerous or unsafe building has been scheduled for : \_\_\_\_

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You may appear and testify at said hearing with respect to matters concerning this order.

In the event of neglect or refusal to comply with this order, the Town Board is authorized to provide for its removal, to assess all expenses thereof against the land on which it is located and to institute a special proceeding to collect the costs of removal including legal expenses.

Please do not hesitate to contact this office for any further information.

Sincerely,

William Walters  
Building Inspector  
Town of Kent











## Maureen Fleming

---

**From:** Building Inspector  
**Sent:** Monday, October 18, 2021 12:51 PM  
**To:** Maureen Fleming  
**Subject:** RE: Intermunicipal Agreement for Shared Electrical Inspections

Hello, Maureen,

Our process for electrical work is that the home owner is not allowed to do any electrical. All electrical work needs to be performed by a licensed electrician in Putnam County.

The electrical contractor submits an application with Putnam County Consumers Affairs. I do not know what the permit fee is.

The county sends me a copy of the application (email) with the scope of work.

The county schedules all rough-in inspections with a third-party vendor.

Two vendors are currently used. SWIS-State Wide Inspection Service- Fishkill, NYEIS-New York Electrical Inspection service – Tarrytown.

The county notifies the vendor of the final inspection and the third-party inspector conducts an inspection and sends back a final inspection report. The county sends us a report which goes into the owner's file.

I don't know why you'd want to re-invent the process, when it seems to be working just fine.

Contractors would have to come to the office and file a permit.

Our clerk then needs to process the application and fees, contact the vendor and top of all the other duties that are performed within the office: Building permits, Gas permits, Plumbing permits, Septic cleaning reports. Municipal searches, FOIL requests, and let's not forget the phone or taxpayer coming to review records.

I think we should stay with the county performing these duties.

For the extra revenue collected, it is not worth the extra work generated.

If the County drops the program like they did the gas permit program, then we'll have too

Respectfully

Wm. Walters  
Building Inspector  
Town of Kent  
845-306-5597 / 845-225-3900  
[buildinginspector@townofkentny.gov](mailto:buildinginspector@townofkentny.gov)



### IMPORTANT INFORMATION:

Office Hours are 8:00am – 9:00am & 1:00pm – 4:00pm.

Field inspections will be conducted between 9:30am – 12:00pm

Michael Budzinski, PE  
Director



MaryEllen Odell  
County Executive

**PUTNAM COUNTY OFFICE OF CONSUMER AFFAIRS**  
Weights and Measures/Trades Licensing and Registration  
110 Old Route 6- Building #3, Carmel, NY 10512  
(845) 808-1617

RECEIVED

SEP 07 2021

Town of Kent  
Supervisor's Office

**Memo to:** Kenneth Schmitt, Supervisor, Town of Carmel  
Maureen Fleming, Supervisor, Town of Kent ✓  
Richard Williams, Supervisor, Town of Patterson  
Richard Shea, Supervisor, Town of Philipstown  
Tony Hay, Supervisor, Town of Southeast

**From:** Michael Budzinski, PE, Director

A handwritten signature in black ink, appearing to read "Michael Budzinski", is written over the "From:" line.

**RE:** Inter-municipal Agreement for Shared Electrical Inspections with local municipalities

**Date:** September 1, 2021

Attached for your review and approval is a proposed inter-municipal agreement for electrical inspections which is the same content as the previously approved agreement between the County and Towns. The proposed agreement shall continue until December 31, 2026. If you have any questions regarding the agreement, please contact Ms. Anna Diaz, Senior Deputy County Attorney at 845-808-1150 ext 49413. Please provide your approval and/or comments to this office as soon as possible.

Enc: IMA for Electrical Inspections



Contract # \_\_\_\_\_

**INTERMUNICIPAL AGREEMENT**  
**between**  
**THE COUNTY OF PUTNAM**  
**and**  
**THE TOWN OF KENT**

THIS 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 its Office of Consumer Affairs, 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 (both respectively hereinafter referred to individually as the "Party" and collectively referred to as the "Parties").

**WITNESSETH:**

WHEREAS, the TOWN OF KENT (hereinafter referred to as the "TOWN") and the COUNTY OF PUTNAM (hereinafter referred to as the "COUNTY") desire to enter into an Inter-Municipal Agreement (hereinafter the "Agreement") made pursuant to Article 5-G, *et seq.*, of New York State's General Municipal Law, and in conformance with other and applicable statutory mandate and related rules and regulations, as more fully described herein; and

WHEREAS, the COUNTY and the TOWN hereto acknowledge there is a critical need to utilize every means available to provide the maximum services in the most cost-effective manner and at the least possible cost to the local taxpayers, and each Party acknowledges that flexibility in operating local governments through shared services and resources is necessary to insure efficiency and maximum benefits to the local taxpayers which will result in efficient and cost effective work performance to the Parties is in the best interests of the local taxpayers; and

WHEREAS, pursuant to New York Executive Law §381(2), any local government may enter into an agreement with the county in which such local government is situated in order to authorize the county to administer and enforce the uniform code, the state energy conservation construction code, or both, within such local government; and

WHEREAS, the COUNTY has entered into a contract with an electrical inspection consultant (hereinafter referred to as the "inspector") to perform electrical inspections, re-inspections or altered electrical wiring (collectively referred to as "electrical inspections") in accordance with the standards of the National Electrical Code, New York State Uniform Fire Prevention Code, New York State Building Code, and all other applicable national, state and local regulations, ordinance and codes for residential and commercial properties located within Putnam County, including those properties located within the TOWN; and

WHEREAS, the TOWN wishes to authorize the COUNTY, through its inspector and at no cost to the TOWN, to administer electrical inspections within the TOWN; and

WHEREAS, the COUNTY and the TOWN agree that taxpayer monies will be saved and that such an agreement is in the best interests of the Parties hereto to enter into this Agreement.

NOW, in consideration of the terms and conditions contained herein, it is mutually agreed as follows:

1. The Parties acknowledge and agree that in the performance of the terms contained herein the greatest benefits will be derived by promoting the interests of the Parties hereto and each of the Parties do, therefore, enter into this Agreement with the intention of reasonably cooperating with the other in carrying out the terms of this Agreement in such manner as will thus promote the interest of rendering the highest service to the public, particularly the local taxpayers, in accordance with

the provisions of this Agreement.

2. It is specifically understood and agreed by the Parties hereto that the sharing of such services is done on a voluntary, not mandatory, basis and that in no event shall the COUNTY be liable to the TOWN for damages due to interruptions in such services or due to the actions/inactions of the inspector.
3. COUNTY has entered into a contract with a qualified, experienced inspector to perform electrical inspections for commercial and residential properties located within Putnam County, including those properties located within the TOWN.
4. The TOWN hereby authorizes the COUNTY, through its inspector and at no cost to the TOWN, to administer electrical inspections within the TOWN. Such services shall include the following:
  - a. The inspector will provide electrical inspections services for commercial and residential inspections on new construction and remodeling projects.
  - b. The inspector will be available during normal work hours to schedule and perform inspections and provide guidance for electricians.
  - c. The inspector will provide open wall and trench inspections prior to the installation of finish surfaces or final grading.
  - d. The inspector will issue a Certificate of Compliance to applicants and the authority having jurisdiction for a period of one (1) year from the date of issue.
  - e. The inspections performed will be completed through a permit

issued by the COUNTY and the results of the inspections will be submitted to the COUNTY. The COUNTY will thereafter provide a copy of such inspection report to the electrician.

- f. The inspector will mark inspections sites through commonly accepted industry practices.
  - g. The inspector will provide all necessary transportation and all of his or her own equipment and will be responsible for all associated costs.
  - h. The inspector will issue all necessary permit applications and certificates of compliance.
5. The term of this Agreement will commence upon full execution of this Agreement and shall continue until December 31, 2026, unless modified or terminated by either Party in writing upon thirty (30) days' notice, with or without cause.
6. In addition to, and not in limitation of the insurance requirements contained in Schedule "A" entitled "Putnam County Insurance Requirements", attached hereto and made a part of this Agreement, the TOWN agrees to, to the fullest extent permitted by law, to protect, defend, indemnify and hold the COUNTY and its officers, employees and agents free and harmless against damages, costs, or liabilities arising out of or related to or in connection with or arising directly out of the negligent performance of this Agreement by the TOWN, unless the liability was created by the sole and exclusive negligence of the COUNTY. TOWN further agrees to be solely responsible for the costs of defense related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

7. The TOWN agrees not to hold itself out as an agency, department or office of the COUNTY, nor shall any of the TOWN's officers, employees or agents make any claim against the COUNTY as an officer or employee thereof for such benefit as workers compensation coverage; unemployment insurance benefits, social security coverage or retirement membership or credit or any other benefits accruing to said officers or employees of the COUNTY.
8. Any and all notices shall be addressed as follows, or to such other address as may thereafter be designated in writing by either Party hereto, and shall be effective on the date of mailing:  
  
    TO the COUNTY:     County Attorney  
                          48 Gleneida Avenue  
                          Carmel, New York 10512  
  
                          Putnam County Consumer Affairs  
                          110 Old Route 6, Building 3  
                          Carmel, New York 10512  
  
    TO the TOWN:     Town of Kent  
                          25 Sybil's Crossing  
                          Kent Lakes, New York 10512
9. This Agreement and its attachment(s) constitute the complete understanding of the Parties. No modification of any provisions thereof shall be valid unless in writing and signed by both Parties.
10. This Agreement is governed by 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. The provisions of this Agreement are intended to be severable. If for any reason any provision of this Agreement shall be held invalid or unenforceable in whole or

in part, such provision shall be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability of the remaining provisions hereof.

12. This Agreement is executed in two (2) counterpart originals, each of which will constitute an original and all of which, when taken together, shall constitute one Agreement. Moreover, unless specifically provided by law, electronic signatures maybe 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. This Agreement shall not be deemed effective until fully executed by the Parties hereto, the required COUNTY signatories and the County Executive.

13. 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.

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

**READ & APPROVED:**

**THE COUNTY OF PUTNAM:**

\_\_\_\_\_  
Date:  
Jennifer S. Bumgarner  
County Attorney

\_\_\_\_\_  
Date:  
MaryEllen Odell  
County Executive

\_\_\_\_\_  
Date:  
Mat Bruno Sr.  
Risk Manager

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

\_\_\_\_\_  
Date:  
William J. Carlin, Jr.  
Commissioner of Finance

\_\_\_\_\_  
Date:  
Maureen Fleming, Town Supervisor





SCHEDULE A

**PUTNAM COUNTY INSURANCE REQUIREMENTS**

THE FOLLOWING MUST APPEAR ON EACH INSURANCE CERTIFICATE:

UNDER THE CERTIFICATE HOLDER SECTION:

COUNTY OF PUTNAM  
48 GLENEIDA AVENUE  
CARMEL, NEW YORK 10512  
ATTN.: LAW DEPT./RISK MANAGER

ADDITIONALLY, IN THE SPACE (DESCRIPTION OF OPERATIONS/LOCATIONS)  
ON THE INSURANCE CERTIFICATE, IT MUST BE NOTED AS FOLLOWS:

***“PUTNAM COUNTY IS INCLUDED AS AN ADDITIONAL INSURED except for  
Professional Liability and Workers’ Comp.”***

It is the requirement of the County of Putnam and/or Putnam County Highway Department that for work performed under contract and/or permit authorized by the County and/or Highway Department and/or any event or performance conducted on County property that the contractor or permittee procure and maintain at their own expense and without expense to the County, until final acceptance of the work by the County, the insurances listed below.

Before commencement of any work, event or performance a certificate or certificates of insurance must be furnished to the County and/or Highway Department in forms satisfactory to the County and/or Highway Department.

All insurance coverages must be from an A.M. Best Rated “secured” (B+-A++), New York State admitted insurer.

All certificates of insurance must provide that the policy or policies shall not be changed or canceled until at least thirty (30) days prior written notice has been given to the County and/or Highway Department.

When required by the Highway Department the “XCU” exclusion of the policy or policies shall be eliminated or show proof that “XCU” is covered.

**The Contractor shall provide and maintain at its own expense the following  
minimum insurance coverage:**

- A. **Workers’ Compensation Insurance** - This is statutorily required and is required for all contracts. Each policy must cover all operations and all locations involved in the contract. If applicable, the policy should also include New York State Disability Benefits. Proof of Workers’ Compensation Insurance is required and should be received by Putnam County on a **C105.2 form, SI 12 form, form or U-26.3** - all of these forms are available through your carrier.
- B. **Commercial General Liability** - covering all operations and all locations involved in the contract, including the following coverages:
  - \$2,000,000 General Aggregate
  - 5,000 Medical Expense Limit
  - \$1,000,000 Personal & Advertising Injury Limit

\$1,000,000 Each Occurrence  
\$2,000,000 Products/Completed Operations Aggregate  
\$50,000 Fire Damage Legal Liability Limit

C. **Commercial Automobile Liability** - Covering all operations and locations involved in the contract, including the following coverages:

(1) Owned Automobiles                      (2) Hired Automobiles                      (3) Non-Owned Automobiles

Unless specifically required, each policy shall provide limits of not less than \$1,000,000 Combined Single Limits for Bodily Injury and Property Damage.

D. If applicable, Professional Liability (errors and omissions) in the amount of at least \$1,000,000 per claim.

E. **Excess Liability or Umbrella Policy**

Limits depending on the following contract size

\$100,000 - \$250,000 - 1 million

\$250,001 - \$500,000 - 5 million

\$500,000+                      10 million

F. **Bid, Performance/Payment, Labor & Material Bonds**

Required for any contract in excess of \$250,000. These bonds shall be provided by a New York State admitted surety company in good standing. Only the (AIA) - The American Institute of Architects- A312 form- will be accepted. In addition, pursuant to NYS Insurance Law Section 1111 all bonds must include a certificate of solvency for the surety which shall be updated annually. In addition, the Surety must be on the U.S. Treasury List (Circular 570) of acceptable sureties.

**STANDARD INSURANCE REQUIREMENTS AND INDEMNIFICATION REQUIREMENT:**

All policies and certificates of insurance of the contractor shall contain the following clauses:

1. Putnam County is named as an additional insured and as Certificate Holder. Insurers shall have no right of recovery or subrogation against the County of Putnam (including its agents and agencies), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above described insurance.
2. The Clause "other insurance provisions" in a policy in which the County of Putnam is named as an additional insured, shall not apply to the County of Putnam.
3. The insurance companies issuing the policy or policies shall have no recourse against the County of Putnam (including its agents or agencies) for payment of any premiums or for assessments under any form of policy.
4. Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the risk of the contractor.



## CODE ENFORCEMENT

OF THE TOWN OF KENT, PUTNAM COUNTY, N.Y. 10512  
845-306-5598

August 18, 2021

**From:** Zoning Enforcement Officer, Town of Kent:  
**To:** Supervisor Fleming, Town board members, Town of Kent:  
**Subject:** Violation requiring town corrective action:

Enclosed please find violation issued by the undersigned and bids for correction.  
Site owners have not responded to Notices of Violation with correction.

**Location requiring correction:**


21 Kent Lake Ave.

The following proposals have been submitted:

Jb Bennett Affordable Lawn Care: \$225.00  
Dirt and Demo Service did not submit a bid:  
Rhona Landscaping did not submit a bid.

Notices of Violation and bids are enclosed.

For your consideration and approval.

  
\_\_\_\_\_  
William Looney,  
Zoning Enforcement Officer,  
Town of Kent.

**BIDDING  
PROPOSALS**

**JAMES K. BENNETT  
J.B. AFFORDABLE LAWN CARE  
3 MOUNTAIN VIEW KNOLLS, APT A  
FISHKILL, N.Y. 12524**

**OCTOBER 13, 2021**

**TO WILLIAM LOONEY, ZONING ENFORCEMENT OFFICER, TOWN OF  
KENT, PUTNAM COUNTY, NEW YORK.**

**PLEASE ACCEPT THE FOLLOWING PROPOSAL TO CORRECT THE  
OVERGROWTH OF GRASS AND OR BRUSH AT THE FOLLOWING  
LOCATIONS AT THE INDICATED RATES.**

**21 KENT LAKE AVE.     \$225.00**

**THANK YOU FOR YOUR BUSINESS,**

**JAMES BENNETT**

**OWNER**



CODE ENFORCEMENT  
OF  
THE TOWN OF KENT, PUTNAM COUNTY, N.Y. 10512  
845-306-5598  
KENTCODES@GMAIL.COM  
**ORDER TO REMEDY VIOLATION**

**Location:** 21 Kent Lake Ave Kent, NY 10512

**Map NO:** 11.11-1-25

**Date:** 9/9/2021

**TO:**

Youngmee Kang  
390 E 8th St Apt 6C  
New York, NY 10009

**PLEASE TAKE NOTICE: THERE EXISTS A VIOLATION OF:**

Town of Kent Municipal Code\Chapter 55a-Property Maintenance Code\Section 11 Subs B-1-B Nuisances

**at premises hereinafter described in that:**

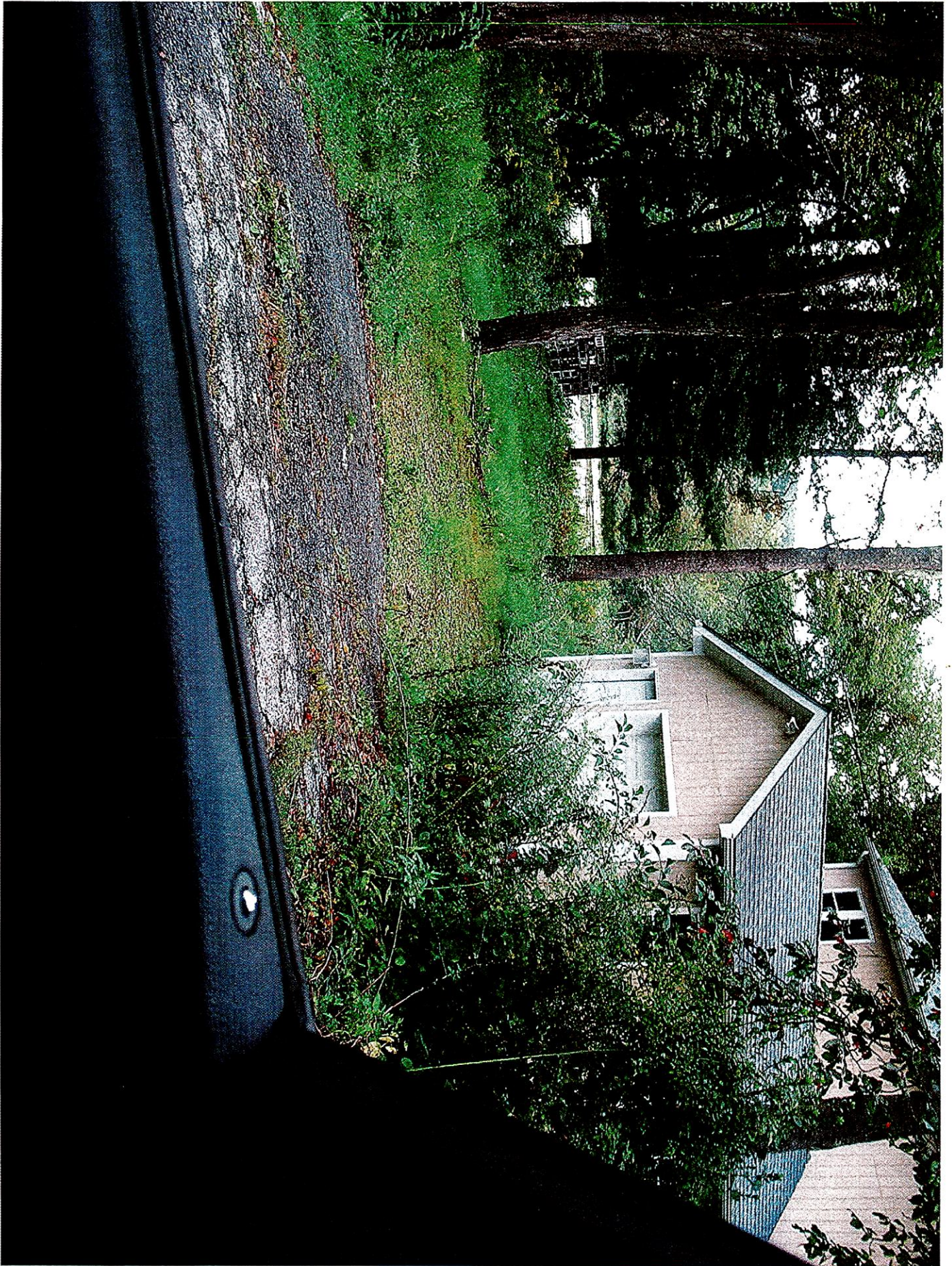
**GRASS/BRUSH: OWNER/AGENT HAS FAILED TO MAINTAIN SITE FREE OF EXCESS WEED/GRASS/BRUSH GROWTH.**

**OWNER/AGENT MUST NOTIFY THIS OFFICE WITHIN TEN DAYS OF A PROPOSAL TO REMEDY THE AFOREMENTIONED VIOLATION. IF THE REMEDY IS NOT FORTHCOMING THE TOWN OF KENT WILL CONTRACT WITH A VENDOR TO CORRECT THE VIOLATION AND THE FEE CHARGED WILL BE CHARGED TO THE HOME OWNER OR THE TAX ASSESSMENT LEVIED ON THE SITE IF NOT PAID.**

**YOU ARE THEREFORE DIRECTED AND ORDERED to comply with the law and remedy the conditions above mentioned. Failure to remedy the conditions aforesaid and to comply with the law may constitute an offense punishable by fine or imprisonment or both.**

  
WILLIAM LOONEY  
ZONING ENFORCEMENT OFFICER  
TOWN OF KENT









## CODE ENFORCEMENT

OF THE TOWN OF KENT, PUTNAM COUNTY, N.Y. 10512  
845-306-5598

October 18, 2021

**From:** Zoning Enforcement Officer, Town of Kent:  
**To:** Supervisor Fleming, Town board members, Town of Kent:  
**Subject:** Violation requiring town corrective action:

Enclosed please find violation issued by the undersigned and bids for correction.  
Site owners have not responded to Notices of Violation with correction.

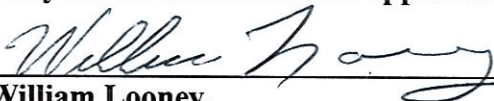
**Location requiring correction:**  
11 Hawthorne Rd.

The following proposals have been submitted:

Jb Bennett Affordable Lawn Care: \$125.00  
Dirt and Demo Service did not submit a bid:  
Rhona Landscaping did not submit a bid.

Notices of Violation and bids are enclosed.

For your consideration and approval.

  
\_\_\_\_\_  
William Looney,  
Zoning Enforcement Officer,  
Town of Kent.

**BIDDING  
PROPOSALS**

**JAMES K. BENNETT  
J.B. AFFORDABLE LAWN CARE  
3 MOUNTAIN VIEW KNOLLS, APT A  
FISHKILL, N.Y. 12524**

**OCTOBER 06, 2021**

**TO WILLIAM LOONEY, ZONING ENFORCEMENT OFFICER, TOWN OF  
KENT, PUTNAM COUNTY, NEW YORK.**

**PLEASE ACCEPT THE FOLLOWING PROPOSAL TO CORRECT THE  
OVERGROWTH OF GRASS AND OR BRUSH AT THE FOLLOWING  
LOCATIONS AT THE INDICATED RATES.**

**11 HAWTHORNE RD. \$125.00**

**THANK YOU FOR YOUR BUSINESS,**

**JAMES BENNETT**

**OWNER**



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

## ORDER TO REMEDY VIOLATION

Theodore Ogden  
522 Washington Ave  
Beacon, NY 12508

Tax Map #: 33.58-1-34

Date: September 14, 2021

Owner: Theodore Ogden  
11 Hawthorne Rd  
Kent, NY

Report # C-2021-0219

Complaint: High grass and brush throughout the property.

Inspections related to this complaint found the following:

High grass and brush throughout property. Property must be Registered with the Town of Kent via town website.

In violation of :

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

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

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

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

You are hereby directed and ordered to remedy the violations by: 10/29/2021

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

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

Respectfully,

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

## Portable Audio/Video Recorders

### 424.1 PURPOSE AND SCOPE

This policy provides guidelines for the use of portable audio/video recording devices by members of this department while in the performance of their duties. Portable audio/video recording devices include all recording systems whether body-worn, hand-held or integrated into portable equipment.

This policy does not apply to mobile audio/video recordings, interviews or interrogations conducted at any Kent Police Department facility, authorized undercover operations, wiretaps or eavesdropping (concealed listening devices).

### 424.2 POLICY

The Kent Police Department may provide members with access to portable recorders, either audio or video or both, for use during the performance of their duties. The use of recorders is intended to enhance the mission of the Department by accurately capturing contacts between members of the Department and the public.

### 424.3 COORDINATOR

The Chief of Police or the authorized designee should designate a coordinator responsible for:

- (a) Establishing procedures for the security, storage and maintenance of data and recordings.
- (b) Establishing procedures for accessing data and recordings.
- (c) Establishing procedures for logging or auditing access.
- (d) Establishing procedures for transferring, downloading, tagging or marking events.

### 424.4 MEMBER PRIVACY EXPECTATION

All recordings made by members on any department-issued device at any time, and any recording made while acting in an official capacity of this department, regardless of ownership of the device it was made on, shall remain the property of the Department. Members shall have no expectation of privacy or ownership interest in the content of these recordings.

### 424.5 MEMBER RESPONSIBILITIES

Prior to going into service, each uniformed member will be responsible for making sure that he/she is equipped with the portable recorder that has been assigned to them by the Department, and that the recorder is in good working order. If the recorder is not in working order or if the member becomes aware of a malfunction at any time, the member shall promptly report the failure to his/her supervisor and obtain a functioning device as soon as reasonably practicable. If the AXON BWC (body worn camera) docking station or software is not operating as it should, the member shall promptly report the failure to his/her supervisor. The supervisor will then inform the Coordinator who will in turn notify the vendor. If the entire operating system is not functioning, the

# Kent Police Department

## Policy Manual

### *Portable Audio/Video Recorders*

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Coordinator should consult with the Chief of Police or the Lieutenant about suspending all camera use until the malfunction has been repaired and the system is returned to operational status.

Uniformed members should wear the recorder in a conspicuous manner or otherwise notify persons that they are being recorded, whenever reasonably practicable.

Any member assigned to a non-uniformed position may carry an approved portable recorder at any time the member believes that such a device may be useful. Unless conducting a lawful recording in an authorized undercover capacity, non-uniformed members should wear the recorder in a conspicuous manner when in use or otherwise notify persons that they are being recorded, whenever reasonably practicable.

Members should document the existence of a recording in any report or other official record of the contact, including any instance where the recorder malfunctioned or the member de-activated the recording. Members should include the reason for de-activation.

#### **424.6 ACTIVATION OF THE AUDIO/VIDEO RECORDER**

This policy is not intended to describe every possible situation in which the recorder should be used, although there are many situations where its use is appropriate. Members are not required to record their entire shift or every interaction that occurs while on duty. However, members should activate the recorder any time the member believes it would be appropriate or valuable to record an incident.

The recorder should be activated for all investigative or enforcement contacts including but not limited to::

- (a) Field interviews and pedestrian stops.
- (b) Traffic stops including, but not limited to, traffic violations, impaired driver investigations, stranded motorist assistance and all crime interdiction stops.
- (c) Self-initiated activity in which an officer would normally notify Dispatch.
- (d) Transporting citizens or prisoners.
- (e) Searches of persons or property.
- (f) Crime scenes.
- (g) Crash scenes (may be turned off while member is waiting for a tow truck and no additional enforcement activity is likely).
- (h) Suspect/witness statements and interviews.
- (i) Vehicle and foot pursuits.
- (j) Emergency response to critical incidents.
- (k) Any other contact that becomes adversarial after the initial contact in a situation that would not otherwise require recording.

# Kent Police Department

## Policy Manual

### *Portable Audio/Video Recorders*

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Members should remain sensitive to the dignity of all individuals being recorded and exercise sound discretion to respect privacy by discontinuing recording whenever it reasonably appears to the member that such privacy may outweigh any legitimate law enforcement interest in recording. Recorders will not be activated in a place where a reasonable expectation of privacy exists, such as dressing rooms, locker rooms and restrooms. (Any purposeful or accidental recordings made under these circumstances may be deleted prior to the standard retention period by a supervisor.) Additionally, recorders shall not be used to record a body cavity search. Requests by members of the public to stop recording should be considered using this same criterion. Recording should resume when privacy is no longer at issue unless the circumstances no longer fit the criteria for recording.

At no time is a member expected to jeopardize his/her safety in order to activate a portable recorder or change the recording media. However, the recorder should be activated in situations described above as soon as reasonably practicable.

#### 424.6.1 CESSATION OF RECORDING

Once activated, the portable recorder should remain on continuously until the member reasonably believes that his/her direct participation in the incident is complete or the situation no longer fits the criteria for activation. Recording may be stopped during significant periods of inactivity such as report writing or other breaks from direct participation in the incident.

#### 424.6.2 SURREPTITIOUS USE OF THE AUDIO/VIDEO RECORDER

New York law permits an individual to surreptitiously record any conversation in which one party to the conversation has given his/her permission. Members may surreptitiously record any conversation during the course of a criminal investigation in which the member reasonably believes that such a recording will be lawful and beneficial to the investigation.

However, recorders will not be intentionally activated to record conversations of fellow officers without their knowledge during routine and non-enforcement activities. This includes while an officer is on a rest break, while report writing, attending roll calls, general discussions with other officers, discussing a case with another officer, or performing other administrative functions. Members will also not knowingly record undercover officers or confidential informants.

#### 424.6.3 EXPLOSIVE DEVICE

Many portable recorders, including body-worn cameras and audio/video transmitters, emit radio waves that could trigger an explosive device. Therefore, these devices should not be used where an explosive device may be present.

### **424.7 PROHIBITED USE OF PORTABLE RECORDERS**

Members are prohibited from using department-issued portable recorders and recording media while off-duty or for personal use and are prohibited from making personal copies of recordings created while on-duty or while acting in an official capacity.

Members are also prohibited from retaining recordings of activities or information obtained while on-duty, whether the recording was created with department-issued or personally owned

# Kent Police Department

## Policy Manual

### *Portable Audio/Video Recorders*

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recorders. Members shall not duplicate or distribute such recordings, except for authorized legitimate department business purposes, and with the approval of the Chief of Police. All such recordings shall be retained at the Department and/or via an authorized vendor who provides cloud-based or off-site digital data storage.

Members are prohibited from using personally owned recording devices while on-duty without the express consent of the Sergeant or other supervisor. Any member who uses a personally owned recorder for department-related activities shall comply with the provisions of this policy, including retention and release requirements, and should notify the on-duty supervisor of such use as soon as reasonably practicable.

Recordings shall not be used by any member for the purpose of embarrassment, harassment or ridicule.

#### **424.8 UPLOADING, IDENTIFICATION AND PRESERVATION OF RECORDINGS**

To assist with identifying and preserving data and recordings, members should download, tag or mark these in accordance with evidence collection procedure and document the existence of the recording in any related case report. At the end of a shift, return the AXON BWC (body worn camera) to the docking station where uploading will begin automatically. Footage will be uploaded and remain on evidence.com until it is "tagged" by the user as content that is of evidentiary value, ie: the footage may be relevant to a criminal investigation, disciplinary procedure, legal claim, complaint or other administrative matter.

A member should also tag recordings when the member reasonably believes:

- (a) A complainant, victim or witness has requested non-disclosure.
- (b) A complainant, victim or witness has not requested non-disclosure but the disclosure of the recording may endanger the person.
- (c) Disclosure may be an unreasonable violation of someone's privacy.
- (d) Medical or mental health information is contained.
- (e) Disclosure may compromise an undercover officer or confidential informant.

Any time a member reasonably believes a recorded contact may be beneficial in a non-criminal matter (e.g., a hostile contact), the member should promptly notify a supervisor of the existence of the recording.

BWC footage/content can be tagged under five (5) categories:

- 1. Officer Injury
- 2. Pending Review
- 3. Traffic Stop
- 4. Training Demo



# Kent Police Department

## Policy Manual

### *Portable Audio/Video Recorders*

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#### 5. Use of Force

##### **424.9 RETENTION OF RECORDINGS**

All recordings shall be retained for a period consistent with the requirements of the established records retention schedule but in no event for a period less than 180 days.

##### **424.9.1 RELEASE OF AUDIO/VIDEO RECORDINGS**

Requests for the release of audio/video recordings shall be processed in accordance with the Records Maintenance and Release Policy.

##### **424.10 REVIEW OF RECORDED MEDIA FILES**

When preparing written reports, members should review their recordings as a resource (see the Officer-Involved Shootings and Deaths Policy for guidance in those cases). However, members shall not retain personal copies of recordings. Members should not use the fact that a recording was made as a reason to write a less detailed report.

Supervisors are authorized to review relevant recordings any time they are investigating alleged misconduct or reports of meritorious conduct or whenever such recordings would be beneficial in reviewing a member's performance.

Recorded files may also be reviewed:

- (a) Upon approval by a supervisor, by any member of the Department who is participating in an official investigation, such as a personnel complaint, administrative investigation or criminal investigation.
- (b) Pursuant to lawful process or by court personnel who are otherwise authorized to review evidence in a related case.
- (c) By media personnel with permission of the Chief of Police or the authorized designee.
- (d) In compliance with a public records request, if permitted, and in accordance with the Records Maintenance and Release Policy.

All recordings should be reviewed by the Chief of Police or the Lieutenant prior to public release (see the Records Maintenance and Release Policy). Recordings that unreasonably violate a person's privacy or sense of dignity should not be publicly released unless disclosure is required by law or order of the court (Public Officers Law § 89).



**Axon Enterprise, Inc.**  
 17800 N 85th St.  
 Scottsdale, Arizona 85255  
 United States  
 VAT: 86-0741227  
 Domestic: (800) 978-2737  
 International: +1.800.978.2737

Q-332352-44435.666RF

Issued: 08/27/2021

Quote Expiration: 09/30/2021

EST Contract Start Date: 11/15/2021

Account Number: 109634

Payment Terms: N30

Delivery Method: Fedex - Ground

SHIP TO	BILL TO
Business;Delivery;Invoice-40 Sybils Xing 40 Sybils Xing Kent Lakes, NY 10512-4743 USA	Kent Police Dept. - NY 40 Sybils Xing Kent Lakes, NY 10512-4743 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Rachael Foster Phone: Email: rfoster@axon.com Fax:	Corey Ashe Phone: (845) 225-4600 Email: cashe@townofkentny.gov Fax:

Program Length	60 Months
<b>TOTAL COST</b>	<b>\$189,070.83</b>
<b>ESTIMATED TOTAL W/ TAX</b>	<b>\$189,070.83</b>

Bundle Savings	\$48,143.82
Additional Savings	\$0.00
<b>TOTAL SAVINGS</b>	<b>\$48,143.82</b>

PAYMENT PLAN		
PLAN NAME	INVOICE DATE	AMOUNT DUE
Year 1	Oct, 2021	\$34,271.99
Year 1	Oct, 2021	\$14,960.80
Year 2	Oct, 2022	\$34,272.01
Year 3	Oct, 2023	\$34,272.01
Year 4	Oct, 2024	\$34,272.01
Year 5	Oct, 2025	\$34,272.01

**BILLED ON FULFILLMENT**

PLAN NAME	INVOICE DATE	AMOUNT DUE
None	As Fulfilled	\$2,750.00

## Quote Details

**Bundle Summary**

Item	Description	QTY
OSP7	2021 - OFFICER SAFETY PLAN 7	17
AB3C	AB3 Camera Bundle	17
AB3MBD	AB3 Multi Bay Dock Bundle	2

**Individual Items USD**

Category	Item	Description	QTY
Other	73478	REDACTION ASSISTANT USER LICENSE	17
Other	85144	AXON STARTER	1

**Bundle: AB3 Camera Bundle    Quantity: 17    Start: 11/15/2021    End: 11/14/2026    Total: 11883 USD**

Category	Item	Description	QTY
Camera	73202	AXON BODY 3 - NA10	17
Camera Mount	74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	17
USB	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	17

**Bundle: AB3 Multi Bay Dock Bundle    Quantity: 2    Start: 11/15/2021    End: 11/14/2026    Total: 3077.8 USD**

Category	Item	Description	QTY
Dock	74210	AXON BODY 3 - 8 BAY DOCK	2
Power Cord	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	2
Wall Mount	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	2

**Bundle: 2021 - OFFICER SAFETY PLAN 7    Quantity: 17    Start: 11/15/2021    End: 11/14/2026    Total: 162180.03 USD**

Category	Item	Description	QTY
E.com License	73746	PROFESSIONAL EVIDENCE.COM LICENSE (Formerly SKU 73746)	17
Device Storage	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	17
A La Carte Storage	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	170
Respond	73449	RESPOND DEVICE LICENSE	17
Standards	73638	STANDARDS ACCESS LICENSE	17
Signal Sidearm Kit	75015	SIGNAL SIDEARM KIT	17
Signal Sidearm Batteries	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	34
Camera Warranty	80464	EXT WARRANTY, CAMERA (TAP)	17
Camera Refresh 1 with Spares	73309	AXON CAMERA REFRESH ONE	17
Camera Refresh 2 with Spares	73310	AXON CAMERA REFRESH TWO	17
Warranty	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	3
Multi-bay Dock Refresh 1	73689	MULTI-BAY BWC DOCK 1ST REFRESH	3
Multi-bay Dock Refresh 2	73688	MULTI-BAY BWC DOCK 2ND REFRESH	3
Holsters	20160	TASER 7 HOLSTER - SAFARILAND, RH+CARD CARRIER	17
Handle License	20248	TASER 7 EVIDENCE.COM LICENSE	17
Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	51
Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	51
Handles	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	17
Inert Cartridges	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	17
Inert Cartridges	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	17
Admin License	20248	TASER 7 EVIDENCE.COM LICENSE	1
Taser 7 Target	80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1
Taser 7 Target Frame	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	1
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	34
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	34
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	34
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	34
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	34
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	34
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	34
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	34
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	34
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	34
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	34
Batteries	20018	TASER 7 BATTERY PACK, TACTICAL	20
Training Halt Cartridges	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	34
Training Halt Cartridges	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	34
Training Halt Cartridges	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	34
Training Halt Cartridges	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	34
Duty Cartridge Replenishment Program	20246	TASER 7 DUTY CARTRIDGE REPLACEMENT LICENSE	17

Docks	74200	TASER 7 6-BAY DOCK AND CORE	1
Dock Mount	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1
Dock Power Cord	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1
Other	80395	EXT WARRANTY, TASER 7 HANDLE	17
Other	80374	EXT WARRANTY, TASER 7 BATTERY PACK	20
Other	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	1

**Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.**

Contract Sourcewell Contract #010720-AXN is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

## Standard Terms and Conditions

### Axon Enterprise Inc. Sales Terms and Conditions

#### Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

#### ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

#### Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

---

Signature

---

Date Signed

8/27/2021

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

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

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

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

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

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



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

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

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

#### **SECTION I - EMPLOYMENT**

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

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

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

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

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

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

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

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

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

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

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

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

**SECTION 3 - TERMS OF EMPLOYMENT**

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

**SECTION 4-COMPENSATION OF FIRE DEPARTMENT**

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

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

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

### **SECTION 6-ASSIGNMENT**

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

### **SECTION 7-REMEDIES**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **SECTION 13-ENDORSEMENTS**

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

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

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

### **SECTION 15-COUNTERPARTS**

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

### **SECTION 16-RESOLUTION**

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

### **SECTION 17- NOTICES**

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

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

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

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

**SECTION 19- APPROVAL OF FUNDRAISING ACTIVITIES**

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

**ATTESTATION CLAUSE**

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

THE TOWN OF KENT

LAKE CARMEL FIRE DEPARTMENT, INC.

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

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



STATE OF NEW YORK )

ss:

COUNTY OF PUTNAM )

On the \_\_\_ day of \_\_\_\_\_, 2021, before me, the undersigned personally appeared Maureen Fleming, known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

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

STATE OF NEW YORK )

ss:

COUNTY OF PUTNAM )

On the \_\_\_ day of \_\_\_\_\_, 2021, before me, the undersigned personally appeared \_\_\_\_\_ known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

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

**Lake Carmel Fire Department 2022 Budget**

**Administrative 2022**

Computer Service/Rep	\$15,000.00
Custodial	\$24,000.00
Electric	\$18,000.00
Fuel Heating	\$17,000.00
Grants	\$2,000.00
House Repairs	\$37,190.00
House Supplies	\$7,000.00

**House Services**

Alarm Rental	\$1,500.00
Fire Control Alarms	\$2,000.00
Generator Services	\$2,500.00
Generator Fuel	\$2,500.00
Grass cutting	\$6,500.00
Plymo-vent Sys.	\$1,200.00
Snow Plowing	\$9,500.00
Waste Removal	\$3,500.00
Pest Control	\$2,350.00
Installation Dinner	\$10,000.00

**Insurance**

Buildings, Auto, Equip.	\$50,223.00	Increased Premium
Workers Comp.	\$46,119.00	To Be Held/Paid By Town of Kent
Cancer Insurance	\$15,500.00	NYS Mandate- Increased Members To Cover

**Kitchen**

Propane/Inspections	
Food & Refreshments	
Supplies	
<b>Kitchen Total:</b>	<b>\$7,500.00</b>

Legal & Account fees	\$20,000.00
Mortgage	\$165,000.00
Postage	\$1,500.00
Sick & Memorial	\$1,000.00
Service awards	\$122,000.00
Telephone/Wi-Fi	\$8,000.00

**Total 2022 \$598,582.00**

<b>Firematic</b>	<b>2022</b>		
Ambulance Supplies	\$14,000.00		
Breathing Appartus	\$21,500.00		
SCBA Compressor	\$5,350.00		
Explorers	\$2,000.00		
Fire Prevention	\$2,000.00		
Firematic Equip	\$30,000.00		
Firematic Supplies	\$8,000.00		
Food - Firematic	\$3,500.00		
Fuel - Truck	\$16,500.00		
Hose & Fittings	\$10,000.00		
Medicals	\$30,000.00		
Parades	\$6,500.00		
Radio & Pagers	\$15,000.00		
County Radio Project	\$10,000.00	For Year 2022	
Recruit & Retention	\$5,000.00		
Trucks Wifi Access	\$2,400.00		
Training	\$7,000.00		
Truck Maint.	\$70,000.00		
Truck Replacement	\$101,000.00		
Turnout Gear	\$30,000.00		
Uniforms	\$7,500.00		
<b>Total 2022</b>	<b>\$397,250.00</b>		
	<b>\$4,954.00</b>	<b>.50% increase for 2022</b>	
<b>Total Budget 2022</b>	<b>\$995,832.00</b>		

Lake Carmel Fire Department 2023 Budget		
<i>Administrative</i>	2023	
Computer Service/Rep	\$15,000.00	
Custodial	\$24,000.00	
Electric	\$18,000.00	
Fuel Heating	\$17,000.00	
Grants	\$2,250.00	
House Repairs	\$37,500.00	
House Supplies	\$7,000.00	
<b>House Services</b>		
Alarm Rental	\$1,500.00	
Fire Control	\$2,000.00	
Generator Services	\$2,500.00	
Generator Fuel	\$2,500.00	
Grass cutting	\$6,500.00	
Plymo-vent Sys.	\$1,200.00	
Snow Plowing	\$9,500.00	
Waste Removal	\$3,500.00	
Pest Control	\$2,350.00	
Installation	\$10,000.00	
<b>Insurance</b>		
Buildings,Auto	\$52,712.00	Increased Premium
Workers Comp.	\$46,119.00	To Be Held/Paid By Town of Kent
Cancer Insurance	\$17,500.00	NYS Mandate
<b>Kitchen</b>		
Propane		
Food & Refreshments		
Supplies		
Kitchen Total:	\$10,000.00	
Legal & Account fees	\$22,000.00	
Mortgage	\$165,000.00	
Postage	\$1,500.00	
Sick & Memorial	\$1,000.00	
Service awards	\$112,140.00	
Telephone	\$8,500.00	
<b>Total</b>	<b>\$598,771.00</b>	

<i>Firematic</i>	<b>2023</b>	
Ambulance Supplies	\$14,000.00	
Breathing Appartus	\$21,500.00	
SCBA Compressor	\$5,350.00	
Explorers	\$2,500.00	
Fire Prevention	\$2,000.00	
Firematic Equip	\$30,000.00	
Firematic Supplies	\$8,000.00	
Food - Firematic	\$4,000.00	
Fuel - Truck	\$16,500.00	
Hose & Fittings	\$10,000.00	
Medicals	\$30,000.00	
Parades	\$6,500.00	
Radio & Pagers	\$15,000.00	
County Radio Project	\$10,000.00	For Year 2023
Recruit & Retention	\$5,800.00	
Trucks Wifi Access	\$2,400.00	
Training	\$7,000.00	
Truck Maint.	\$70,500.00	
Truck Replacement	\$101,000.00	
Turnout Gear	\$30,000.00	
Uniforms	\$7,500.00	
<b>Total 2023</b>	<b>\$399,550.00</b>	
	<b>\$2,489.00</b>	.25% increase for 2023
<b>Total Budget 2023</b>	<b>\$998,321.00</b>	

## Maureen Fleming

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**From:** Amar Alhakim <aalhakim@md7.com>  
**Sent:** Thursday, October 7, 2021 3:55 PM  
**To:** Maureen Fleming; ntag@hoganandrossi.com; Tamara Harrison  
**Subject:** RE: Request for Approval -(T-Mobile) Site: 207989| Project: OAA768079| 21 Smokey Hollow Court  
**Attachments:** American Tower Approval-207989\_LCL\_OAA768079.pdf

### TOWN OF KENT NOTICE

THIS EMAIL IS FROM AN EXTERNAL SENDER!

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

Hi Maureen,

This is another consent request from American Tower! I updated the subject line to reflect the new project number and site address. I assume this will have to be presented at the next board meeting, as were the previous consent letters. Do you know when the next meeting is scheduled? Thanks again.

I am reaching out to you on behalf of American Tower. We, MD7, are assisting American Tower in the management of this site, including requesting consent from landlords on behalf of American Tower when such consent is required. We are writing to request your approval of a proposed equipment installation by T-MOBILE, at this site. T-MOBILE is a new user of the tower at this site, however pursuant the ground agreement we are required to obtain your approval before we allow them to install their equipment. Included for your convenience are the Construction Drawings.

We kindly request that you please approve the proposed installation by signing the attached letter and returning a scanned signed copy to me via email.

Thank you in advance for your cooperation.

---

**Amar Alhakim**  
Lease Consultant

**MD7**

10590 W. Ocean Air Drive, Suite 300  
San Diego, CA 92130  
D (858) 754-2153  
aalhakim@md7.com



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

October 7, 2021

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

<b>SITE NUMBER</b>	<b>SITE NAME</b>	<b>PROJECT NUM.</b>	<b>CUSTOMER*</b>
207989	Kent Garage	OAA768079	T-MOBILE
<b>SITE ADDRESS</b>		<b>GROUND AGREEMENT</b>	
21 Smokey Hollow Court Kent Lakes, New York 10512		Wireless Communications Site Lease Agreement dated October 4, 2012	

\* any reference to T-MOBILE includes one or more of its related entities

Dear Landlord:

We, MD7, are assisting American Tower in the management of this site, including requesting consent from landlords on behalf of American Tower when such consent is required. We are writing to request your approval of a proposed equipment installation by T-MOBILE, at this site. T-MOBILE is a new user of the tower at this site, however pursuant the ground agreement we are required to obtain your approval before we allow them to install their equipment. Included for your convenience are the Construction Drawings.

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

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

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

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

Thank you for your time.

Sincerely,



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

**Approval**

I approve of the proposed modification of equipment by T-MOBILE at the site referenced above.

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

Print Name:

Title:



RESOLUTION 306

Allowing Application for JCAP Grant

On a motion by Councilwoman McGlasson

Seconded by Supervisor Fleming

WHEREAS, the Town of Kent Justice Court wishes to submit an application for the 2021 JCAP Grant; and

WHEREAS, the Town Board of the Town of Kent wishes to authorize the Town of Kent Justice Court to apply for the 2021 JCAP Grant.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Kent hereby authorizes Jessica Edwards , Court Clerk of the Town of Kent Justice Court authorization to apply for the 2021 JCAP Grant.

Motion carried unanimously

I, Yolanda D. Cappelli, Town Clerk of the Town of Kent, do hereby certify that the above is a true and exact copy of a resolution adopted by the town board of the Town of Kent at a meeting of said board on October 5 2021.

October 6, 2021 \_\_\_\_\_

To: Town Clerk

From: \_\_\_\_\_, Town Justice

Re: Application for funding from the Justice Court Assistance Program

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

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The Town Court is requesting authorization from the Town Board to apply for funding from the Justice Court Assistance Program during the upcoming grant cycle. One required component of that application is a Resolution from the Town Board authorizing the Town Court to apply for this funding.

**The Office of Court Administration will not accept the court's application unless the Resolution incorporates one of the following two options EXACTLY as written below:**

Option # 1

"The Board of the Town of \_\_\_\_\_ Name of Town \_\_\_\_\_ authorizes the \_\_\_\_\_ Name of Town \_\_\_\_\_ Town Court to apply for a JCAP grant in the 2021-22 grant cycle up to \$30,000.00."

Option # 2

"The Board of the Town of \_\_\_\_\_ Name of Town \_\_\_\_\_ authorizes the \_\_\_\_\_ Name of Town \_\_\_\_\_ Town Court to apply for a JCAP grant in the 2021-22 grant cycle up to \$ \_\_\_\_\_ Amount Requested \_\_\_\_\_."

While the Resolution may include one or more "WHEREAS" clauses, it is essential that the "Be it RESOLVED" portion of the Town Board's resolution be worded exactly as one of the options indicated above (with the addition of the name of the Town inserted as shown above in both options and with the addition of the amount requested as shown above in the second option).

In addition, the Board Resolution must be certified.

**The deadline for our application is Thursday, October 7, 2021.**

Thank you for your attention to this matter and for your help with the Court's application.

## Maureen Fleming

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**From:** Lana Cappelli  
**Sent:** Monday, October 18, 2021 3:14 PM  
**To:** ntag@hoganandrossi.com; jackkota@aol.com; William Huestis; Christopher Ruthven; Jamie McGlasson; Maureen Fleming; Paul Denbaum  
**Subject:** Donation - Accession  
**Attachments:** DOC101821.pdf

To All,

I would like to accept the donation for the Town Historian of the Brutting Collection. Please find attached the letter and a description of the records and the Accession document that still needs to be completed. I do need a resolution prepared by Nancy authorizing the acceptance by the Town Board for the Historian's Office.

*Yolanda "Lana" Cappelli*

Town Clerk  
Town of Kent  
25 Sybil's Crossing  
Kent Lakes, New York 10512  
845-225-2067 Telephone  
845-306-5282 Fax  
lcappelli@townofkentny.gov

2021 OCT 18 AM 11

July 23, 2021

Mrs. Betty M. Behr

re: donation from the Brutting Collection

Attention Mrs. Yolanda Cappelli, Kent Town Clerk  
Town Supervisor Mrs. Flemming and respected members of the Town Board;

It has been my privilege to be appointed and approved by the late State Historian, Mr. Edwin Winslow and then by his successor Mr. John Sill as the Town of Kent Historian, Putnam County from 1973-1983.

Subsequently to serve with Mrs. Robert (Margaret) Brutting as Town of Kent Commissioner for the very exciting time of the County Bicentennial Commission, under Mr. Frederick Osborn, County Commissioner. We served as Hostesses for the many Historic Programs and Events during the Bicentennial Celebration held by Kent and throughout the County.

We were able to fulfill one of the State incentives for the Bicentennial to establish and gain absolute charter in 1978 for The Kent Historical Society.

The Society was chartered by the NY State Attorney General's office and Dept of Education; our first President, the late Mrs. Brutting. We also published the First History of the Town "The Historic Biographical Profile of the Town of Kent, Bicentennial Edition 1976". That was a story in itself. Mr. & Mrs Robert Brutting presented to the Town with our New Kent Town Seal, commissioned a local renown Artist and Painter; Mrs. Tamar Bogdanovich, who produced the beautiful New Kent Town Seal, We have today. Then presented it to the Town, in deep appreciation, for help and support of the Town officials, Police, Fire Dept. and citizens, due to devastating fire, which wiped out everything they had. But thankfully saved the life as well of their youngest son; Kevin. Who at the time, was serving as night Dispatcher for Kent Police Dept. ; asleep in the house. Last by no means Less,

The Late Mr. and Mrs. Brutting, and I had made personal Historical collections from our youth, many of which we have already donated. However, remembering my tenure as Town Historian and the later experience, my almost 18 years establishing the mandated Town of Kent "New York State Records Management System". I realized the Town Historian office had little or no Reference materials or Source Books of it own to answer the greater part of the local family, Business & Professional History requests internal and the Public. About 1970 New York State mandated by law, that our Townships are to appoint "a Town Historian" with the approval of the State's Attorney General's Office and Dept. of Education. I retain my membership in New York State Public Historians Assoc. as (volunteer) Associate Town of Kent Historian and field many requests even today. Therefore upon the death of Mr. Brutting; his daughters Mrs. Linda White of No. Carolina, Mrs, Patrica Berringer, of East Fishkill, N.Y. have given me Letters of Authority to donate a number of Research, Reference and Source Volumes from Brutting Records Collection, now in my possession, to the Office of Kent Town Historian; where these are most needed. With your permission, and acceptance for the use in the Office, of the Town Historian and who ever may succeed that position, present and future.

Thank you all for your consideration and await your approval of this matter.

Associate Town of Kent Historian, and New York State local and Public Historian Assoc,  
representing Mrs Linda Brutting White Mrs Patricia Brutting Berringer;

page2

In conjunction with request for Resource and Reference materials for the Office; of Kent Town Historian :

THE HISTORY OF PUTNAM COUNTY, NEW YORK, with an Enumeration of its Towns , Villages, Rivers, Creeks, Agronomy, Lakes, Ponds, Mountains, Hills and Geological (content) & features; Local Traditions and Biographical Sketches of Early Pioneers, etc. By William J. Blake, Esq. Counselor-At-Law, New York: Published by Baker & Scribner 146 Nassau Street, & Park Row 1849. Entered according to an Act of Congress of the District Court of the United States, for the Southern Distributorship in the year 1849.

Preface by author: Wm. J. Blake, Cold Spring, New York, 1849. Sectioned by Townships, 345pp. Text, Appendix, Indexed (by Subject & Location or Event). Total pages 369, size 5"X 7" Hard Covers Brown . {this is a photographic facsimile of the original - Published by T. Emmett Henderson, Middletown , New York 1970. Trumbull Printing, Middletown, New York}

~~~~~B.W. Benedict, Print, 15 Spruce Street, NYC. ~~~~~

[Mr. William J. Blake, also Editor & Publisher - The Putnam County Republican/Courier, office; Main Street, Carmel Village for many years, until his daughter Miss G. Blake became Editor at His death.] Birthday Gift 1976 To Peg, 1976 Bmlb.

THE LIFE OF ISRAEL PUTNAM Copy Steel ENGRAVING (right)- by William Cutter (left) Portrait of Israel Putnam,, chapters -The Life of Israel Putnam, Major General of the Army of the American Revolution, compiled from the best authorities by William Cutter. Fourth edition Dk. Blue, Hard Cover Book, Flyleaf stamped -Gift inscribed " 4-14-1988 from Rev. Floyd Fisher, Mill town Rd. Holmes, New York to Margaret M. Brutting, RD #3 Nimham Rd. , Carmel, New York 10512.

Logo- Kennekat Press, Port Washington, N. Y. & London. Kennekat American Bicentennial Series, under General Editorial Supervision of Dr. Ralph Adams, Brown Professor of History, State University of New York. 1<sup>st</sup> Published 1850, reissued 1970 by Kennekat Press. Library of Congress card no. 78-120874. ISBN No. 0-8046-1267-6. Manufactured by Taylor Publishing Co/ Dallas TX. Preface and Credits, Brooklyn. L.I.. New York Oct.1846.

AN HISTORICAL AND BIOGRAPHICAL PROFILE OF THE TOWN OF KENT, PUTNAM County New York 1976. Bicentennial Edition. Date of Publication 15 May 1975 Original Registration Number Class A 751199, Seal-9, signatures of Original claimants: Margaret M. Brutting and Betty M. Light Behr, Town of Kent Committee, Putnam County Commissioners of Town of Kent. Bicentennial Edition 1976 renewal certificate 1976. Note: due to the Historical value and overwhelming amount of Bicentennial material and Books the Office of the Attorney General of New York State at Albany declared that the renewal date of our application would be extended to 75 years instead on the former 28 years 2004, to renewal 1976 (2004) now 2041. unless updated edition.

REVERERIES by Mrs. Ella Pombo-Townsend, From :vignettes of Seven Decades in Putnam County. Traditions to young CHS star runners, vignettes of local life and sketches throughout of significance to the area. Remembrances of the locality as she remembers. Blue cardboard covers, 47 pages Acknowledgement, Folks, Nature, Anecdotes, Closing the Gap. Drawings from Local Artists, Lowell Boalt, Kathy & Suzi Hunnermann, Hunnerman, Eric Johns, Tamara Bogdanovch, photos ,etc.

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HUDSON-FULTON CELEBRATION 1609-2807-2909- By the State Of New York Education Department 1909- Introduction by the Commissioner of Education. History of the Founding of the "North River= Hudson 's River". School essays, poetry, from the earnest, industrious Dutch, and Colonizing English. Participants, from Wars, Traitors, to Mills and Industries along the shores and forests glades, mountains and forts which looked upon the Hudson River Valley. Inclusive of the many hamlets from New York City to Albany. The first school in the United States, the first Federal Congress, the conventions which framed the first State Constitution of New York and Signers.. An in depth and little known, Poems of American History by Burton Egbert Stephenson, Hough ton Mifflin Co. NY,,History of Hamlets and Industry in the Hudson Valley and especially the now "Putnam County". Glassine cardboard covers, front Center picture-the Hudson River from West Point, two Sailing Ships, Title -Brochure and Author,State Education Dept. Albany, New York . Photos and illustrations & Portraits,` Included Bibliography, pp64 and 1609 Map Henry Hudson (sailing ships) to Robert Fulton 1807 (Sail to Steam ships) attached to back cover Centerpiece "The Official State Seal". My note: it also has a winning student participant clipping . "Hudson First to sight Putnam County"by Eileen Thompson a member of Brewster High School, member of the National Honor Society. Back cover with attached Map -Not archival tape.

SIR WILLIAM JOHNSON & THE INDIANS OF NEW YORK STATE, by Milton W. Hamilton,A New York State Revolution Bicentennial Commission. Albany, 1975, Second Printing- The university of the State of New York , Tue State Education Department Office of the State History, Regents of the University, with terms expiration, Forward and Acknowledgements Louis Leonard Tucker, Assist. Commission for State History. front cover. Photo Indian and English Commander (monument) & Title. Cover Glassine Cardboard Pp47, Contents p2, to Sources p46. Back cover -plain except for No.67030.

HISTORICAL PUTNAM COUNTY, FREDERICK W. SHAW,Putnam County Historian. This little sketch of Putnam County 's past can barely touch other than a few highlight. There is a wealth of stories, legends, anecdotes of its people to be enjoyed , explored and also to be recorded. The artist and camera fan can document the natural beauty or the ancient charm of the old home sites , Sportsman from Fishing to swimming, skiing, Antiquarian, the hiker, the railroad(fans). Planner and statisticians will in succeeding years will make changes,but we continue to hope in the future. This little booklet will guide and starting point for those intent on looking both ways. "As Patrick Henry was most succinct saying -"I know no way of judging the future but by knowledge of the past." Front cover center- (old) County Seal- Israel Putnam, horseback descending stairs- large stock covers 8 1/2 X10". Gray with red Title & border, stamped M.M. Brutting RD#3, Nimham Road, Carmel, P.O. NY 10512 encapsulated, back cover PPL- Putnam Printing and lithograph Corp. Rt6, Box 475 Mahopac, NY 10541, *from creation of ideas to the finished printed product.*

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MILLS ON THE TSATSAWASSA: By Philip L. Lord, Jr., Illustrator Martha A. Costello, The State Education Dept. New York State Museum. A guide for Local Historians "Techniques for documenting Early 19<sup>th</sup> Century Water- Powered Industry in Rural New York- A case Study." Very pertinent to our locality takes place in Hoage's Corners, Dutchess County with maps and construction plans. Dams and their use for collecting power of rivers, ponds, streams and lakes. Many of Mills described used for Grain ,Grist, Sawmills, Carding and Fulling Mills. Other Industrial Mills used for grinding Ores or Medical as well as Mills which powered machinery for Tanning and making furniture. All were prevalent in our town and County. As our present waters are being used and appropriated in entirely different uses and are of current interest to our history.

Thank you for your consideration.

*Mrs Betty M Behr 10/5/21*

[please sorry : the descriptions are larger than the books. bmlb

ACCESSION

ACCESSION # 2021/1

TITLE: Brutting Collection

DONOR: Betty Behr representing Mrs. Linda Brutting White and Mrs. Patricia Brutting Berringer

DATE: 10/15/2021

I/We hereby give unto TOWN OF KENT HISTORIAN OFFICE the above collection:

1) as an unrestricted gift without condition.

2) as a restricted gift with the following conditions:

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Signature of Donor

Signature of Receiver

\_\_\_\_\_  
Date \_\_\_\_\_

\_\_\_\_\_  
Date \_\_\_\_\_