

**Town of Kent**  
**Town Board Meeting**  
**March 5, 2024**

**Public Hearing:** 7:00 p.m.

**Lake Carmel Fire Department Contract**

**Workshop/Meeting:**

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

**Added to the Agenda**

**Accept Resignation of Deputy Town Clerk and Appoint Deputy Town Clerk**

**Authorize Submission of an Application the NYS EMS Council was added to the agenda..**



The Town of Kent Town Board Meeting was held on Tuesday, March 5, 2024 at 6:30 p.m. To see the full meeting visit the Town of Kent's website at [www.townofkentny.gov](http://www.townofkentny.gov) under Video's on Demand.

**Resolution #95 - Adjourn to Executive Session**

On a motion by Supervisor McGlasson

Seconded by Councilman Ruthven

Resolved: The Town Board adjourned to executive session at 6:30 p.m. to discuss personnel.

Motion carried unanimously

**Resolution #96 - Adjourn Executive Session**

On a motion by Supervisor McGlasson

Seconded by Councilman Tompuri

Resolved: Executive session adjourned at 6:55 p.m.

Motion carried unanimously

**Pledge of Allegiance**

Supervisor Jaime McGlasson called the meeting to order with the Salute to the Flag at 7:00 p.m.

**Roll Call**

Supervisor Jaime McGlasson – present

Councilman Jorma Tompuri –not present

Councilwoman Anne Campbell – present

Councilman Chris Ruthven – present

Councilman Shaun Boyd – not present

Also present: Town Clerk Cappelli, Highway Superintendent Othmer, Highway Clerk Verity, Town Counsel Tagliafiero, Police Chief Owens, Chairperson of Recycling Kotzur, , Members of Lake Carmel Fire Department, and several residents

**Resolution #97 – Public Hearing Lake Carmel Fire Department Contract**

On a motion by Supervisor McGlasson

Seconded by Councilman Ruthven

Resolved: The Public Hearing on the Contract for Fire Protection with the Lake Carmel Fire Department was opened.

Motion carried unanimously

Supervisor McGlasson explained we received the contract for Fire Protection Services for 2024 from Lake Carmel Fire Department. Bill Walter, Chairman of the Board for the LCFD explained we needed a public hearing as part of the requirements for a large lease purchase of apparatus. There were no public or board comments.

**Resolution #98 – Close Public Hearing on Lake Carmel Fire Department Contract**

On a motion by Supervisor McGlasson

Seconded by Councilman Ruthven

Resolved: The Public Hearing on the contract for Fire Protection Service with the Lake Carmel Fire Department was closed.

Motion carried unanimously

**Resolution #99 – Authorizing Contract with Lake Carmel Fire Department**

On a motion by Councilman Ruthven

Seconded by Councilman Tompuri

**WHEREAS**, the Town of Kent desires to contract with the Lake Carmel Fire Department, Inc. (the "Department") for the provision of fire protection services to the Lake Carmel Fire Protection District No. 1 (the "District") during the 2024 Calendar Year, a full and complete copy of the aforementioned contract is annexed hereto (referred to herein as the "Contract"); and

**WHEREAS**, a duly noticed public hearing on the proposed Contract was held by the Town Board on March 5, 2024 at which all interested persons had a full and complete opportunity to be heard; and

**WHEREAS**, the Town Board wishes to approve the proposed Contract;

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board of the Town of Kent hereby approves the terms of the proposed Contract between the Town and the Department for the provision of fire protection services to the District during the 2024 Calendar Years in the form annexed hereto; and

**BE IT FURTHER RESOLVED**, that the Town Supervisor is hereby authorized and directed to execute the proposed Contract in the form annexed hereto, or in substantially the same form as annexed hereto subject to approval of the Town Supervisor and the Town Attorney, and any and all other documents as may be necessary to give full effect to this Resolution.

**BE IT FURTHER RESOLVED**, that the Town Board hereby approves and ratifies any and all acts of the Town Supervisor and any other Town employees regarding the foregoing taken prior to the adoption hereof.

Motion carried unanimously

**Resolution #100 – Accept Resignation of Member & Advertise for New Members of the Zoning Board of Appeals**

On a motion by Councilman Ruthven

Seconded by Councilman Tompuri

**WHEREAS**, the Town of Kent wishes to accept the resignation of Travis Hunt as a member of the Zoning Board of Appeals; and

**WHEREAS**, the Town Board of the Town of Kent wishes to advertise for applicants for the vacant position on the Zoning Board of Appeals;

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board accepts the resignation of Travis Hunt as a member of the Zoning Board of Appeals, with thanks for his service; and

**BE IT FURTHER RESOLVED**, that the Town Board of the Town of Kent hereby authorizes its Town Clerk, Yolanda D. Cappelli, to advertise for applicants to the Town of Kent Zoning Board of Appeals.  
Motion carried unanimously

**Resolution #101 - Approving Agreement July 4 Ever Fireworks Inc. & Rocco Polifrone**

On a motion by Councilman Tompuri

Seconded by Councilman Ruthven

**WHEREAS**, the Town of Kent is in receipt of a proposed agreement with July 4 Ever Fireworks Inc. & Rocco Polifrone for the annual Fourth of July Fireworks Display, to be sponsored by the Town of Kent on June 29, 2024, with a rain date of June 30, 2024; and

**WHEREAS**, the fee for the fireworks display is \$10,000 and the agreement requires a deposit of \$1,000 in order to secure the fireworks display and date; and

**WHEREAS**, the Town Board of the Town of Kent has determined that the agreement is in the best interests of the Town and desires to enter into the agreement;

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board of the Town of Kent hereby approves the Agreement with July 4 Ever Fireworks Inc. & Rocco Polifrone in the form annexed hereto and authorizes payment of the fee for the display in an amount not to exceed \$10,000, which includes a \$1,000 deposit to July 4 Ever Fireworks Inc. & Rocco Polifrone; and

**BE IT FURTHER RESOLVED**, that the Town Board of the Town of Kent hereby authorizes the Supervisor to execute any and all documents necessary to give effect to this resolution.  
Motion carried unanimously

**Change April Meeting Dates**

Supervisor McGlasson announced the April 2nd meeting will be changed to April 9<sup>th</sup> due to the Presidential Primary Election being held at Town Hall.

**Resolution #102 - Authorizing Town Clerk to Advertise for Bids for Mowing & Cleanup Services for Cemeteries**

On a motion by Councilman Ruthven

Seconded by Councilman Tompuri

**WHEREAS**, pursuant to Town Law §291, title to every lot which has been used as a cemetery for a period of 14 years vests in the Town; and the Town Board is charged with the maintenance of abandoned cemeteries; and

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

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

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

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

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

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

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

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

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

#### **SECTION 1- EMPLOYMENT**

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

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



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

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

## **SECTION 3 - TERMS OF EMPLOYMENT**

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

## **SECTION 4-COMPENSATION OF FIRE DEPARTMENT**

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

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

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

#### **SECTION 6-ASSIGNMENT**

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

#### **SECTION 7-REMEDIES**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **SECTION 13-ENDORSEMENTS**

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

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

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

#### **SECTION 15-COUNTERPARTS**

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

#### **SECTION 16-RESOLUTION**

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

#### **SECTION 17- NOTICES**

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

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

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

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

**[SPACE INTENTIONALLY LEFT BLANK]**

**SECTION 19- APPROVAL OF FUNDRAISING ACTIVITIES**

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

**ATTESTATION CLAUSE**

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

THE TOWN OF KENT  
DEPARTMENT, INC.

LAKE CARMEL FIRE

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

By: \_\_\_\_\_  
Chris Dellaripa, President

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

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

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



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

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

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

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

For CLIENT: \_\_\_\_\_

For: JULY 4 EVER FIREWORKS INC & ROCCO POLIFRONE

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

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

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



## **JULY 4 EVER FIREWORKS INC & ROCCO POLIFRONE**

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

AND

Town of Kent

(hereinafter referred to as "Client")

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

**July 4 Ever & Rocco Polifrone agrees:**

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

**Display Date:** June 29th, 2024

**Postponement Date:** June 30th, 2024

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

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

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

**CLIENT further agrees:**

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

**Price does not include any permit fees**

**Town of Kent Fireworks Display @ Lake Carmel**

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

A.E

**The PARTIES mutually agree:**

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



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

## Communication Sheet

PLEASE COMPLETE THIS FORM AND RETURN IT WITH YOUR SIGNED CONTRACT

### CUSTOMER INFORMATION

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

### FIRING SITE INFORMATION

LOCATION: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

CONTACT: \_\_\_\_\_  
(ONE)

PHONE: \_\_\_\_\_

### CONTACT PERSON

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

PHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

CELL: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

### SHOW INFORMATION

DATE: \_\_\_\_\_

RAIN DATE: \_\_\_\_\_

TIME: \_\_\_\_\_

### STORAGE SITE INFO

LOCATION: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

SECURITY YES OR NO (CIRCLE

### ALTERNATE CONTACT

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

PHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

CELL: \_\_\_\_\_

E-MAIL: \_\_\_\_\_



**WHEREAS**, the Town of Kent wishes to advertise for bids for mowing and cleanup services for cemeteries maintained by the Town of Kent; and

**WHEREAS**, the Town Board of the Town of Kent wishes to authorize its Town Clerk, Yolanda D. Cappelli, to advertise for bids for mowing and cleanup services for cemeteries;

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board of the Town of Kent hereby authorizes its Town Clerk, Yolanda D. Cappelli, to advertise for bids for mowing and cleanup services for cemeteries located in the Town of Kent.  
Motion carried unanimously

**Resolution #103 - AUTHORIZING SALE OF UNNEEDED TOWN PROPERTY**

On a motion by Councilwoman Campbell  
Seconded by Councilman Ruthven  
Resolved: This item held over.  
Motion carried unanimously

**Resolution #104 - Add an Item to the Agenda**

On a motion by Supervisor McGlasson  
Seconded by Councilwoman Campbell  
Resolution: Accept a resignation and appoint an applicant was added to the agenda.  
Motion carried unanimously

**Resolution #105 - Accept Resignation of Deputy Town and Clerk and Appoint Deputy Town Clerk**

On a motion by Supervisor McGlasson  
Seconded by Councilman Ruthven  
Resolution. The Town of Kent, Town Board accepts the resignation of Lucy Pirro with regret and wishes to appoint Michelle Netter to the Town Clerks Office as Deputy 2 as of March 18, 2024 at a salary of \$53,000.00  
Motion carried unanimously

**Resolution #106 - Add an Item to the Agenda**

On a motion by Supervisor McGlasson  
Seconded by Councilwoman Campbell  
Resolution: Authorize Submission of an Application the NYS EMS Council was added to the agenda.  
Motion carried unanimously

**RESOLUTION #107 - AUTHORIZING SUBMISSION OF AN APPLICATION TO THE NEW YORK STATE EMS COUNCIL TO OBTAIN A MUNICIPAL CERTIFICATE OF NEED AND BECOME AN EMS SERVICE OPERATING AUTHORITY FOR THE TOWN OF KENT**

On a motion by Councilwoman Campbell  
Seconded by Councilman Ruthven

**WHEREAS**, providing for the public health and safety is the highest priority for the Town of Kent officials; and

**WHEREAS**, the timely provision of emergency medical assistance is a matter of vital concern affecting the public health, safety, and welfare of our residents and visitors; and

**WHEREAS**, the assurance of pre-hospital emergency care, providing prompt and effective treatment and transportation of the sick and injured is critical to a successful patient outcome; and

**WHEREAS**, following a review of the current ambulance system serving the Town of Kent, its ability to respond to emergent calls and its ability to provide care to the residents of Kent, the Town Board believes it is necessary to seek a Municipal Certificate of Need on behalf of the Town to obtain operating authority to provide basic life support ambulance services to residents of the Town; and

**WHEREAS**, under its own operating authority, the Town of Kent would ensure continuous availability of emergency medical services, immediate response of emergency medical service personnel, and adequate coverage of the entire Town of Kent district therefore assuring provision of care to the citizens of the Town.

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board of the Town of Kent recognizes the need for effective emergency medical service response, care and transportation, which will be provided

by the Town of Kent Emergency Medical Services division in accordance with the provisions of Public Health Law Section 3008 (7a); and

**BE IT FURTHER RESOLVED**, that the Town Board of the Town of Kent has determined that it is necessary, appropriate and in the best interest of public safety and welfare to obtain operating authority in connection with the provision of ambulance services for the residents of the Town of Kent; and

**BE IT FURTHER RESOLVED**, that the Town Board of the Town of Kent hereby authorizes the Town Supervisor of the Town of Kent to make application seeking a Municipal Certificate of Need on behalf of the Town of Kent; and

**BE IT FURTHER RESOLVED**, that the primary geographic area of this service shall be the Town of Kent as indicated on the map attached hereto Schedule "A"; and

**BE IT FURTHER RESOLVED**, that the Supervisor of The Town of Kent is directed to file a copy of this resolution with the New York State Department of Health; and

**BE IT FURTHER RESOLVED**, that this resolution shall take effect immediately.  
Motion carried unanimously

**RESOLUTION #108 -APPOINT THE COORDINATOR OF TOWN OF KENT CLIMATE SMART TASK FORCE**

On a motion by Supervisor McGlasson  
Seconded by Councilman Tompuri

**WHEREAS**, in October of 2019, the Town Board of the Town of Kent adopted a climate smart resolution and pledged to be a Climate Smart Community and mitigate and reduce greenhouse gas emissions while preparing for impacts of climate change and saving taxpayer dollars; and

**WHEREAS**, in order to be certified as a Climate Smart Community, the Town Board was required to and did appoint a Climate Smart Task Force, but did not formally appoint a Climate Smart Task Force Coordinator; and

**WHEREAS**, Councilman Ruthven was designated as Coordinator of the Climate Smart Task Force with the State of New York, and Councilwoman Campbell has offered to act as Coordinator moving forward;

**NOW, THEREFORE, BE IT RESOLVED**, effective as of January 5, 2021 that the Town Board appoints Councilman Ruthven as of Coordinator of the Kent Climate Smart Task Force for the period January 5, 2021 through March 4, 2024; and

**BE IT FURTHER RESOLVED**, effective as of the date of the adoption of this Resolution, Councilwoman Anne Campbell is appointed as Coordinator of the Climate Smart Task Force, to serve at the pleasure of the Town Board; and

**BE IT FURTHER RESOLVED**, that the Town Board hereby approves and ratifies any and all acts of the Town Supervisor, Councilman Ruthven and any other Town employees regarding the foregoing taken prior to the adoption hereof.  
Motion carried unanimously

**Resolution #109 – Approval of Vouchers & Claims**

On a motion by Councilman Ruthven  
Seconded by Councilman Tompuri  
Resolved: All Vouchers #200171079 - #200171251 and claims

2024 Vouchers		
1. Campbell Freightliner	\$4,621.26	Truck Parts
2. Carmel Central School District	\$3,465.00	Gym Rental: January
3. Danbury Auto Spring	\$6,105.64	Highway Truck Repair
4. Hogan, Rossi & Liguori	\$5,416.63	Legal Services: January
	\$5,416.63	February
	\$5,416.63	March

5. Hudson River Truck & Trailer	\$9,901.00	Trailer
6. Kevin P. Irwin	\$3,744.00	Prosecutor: Jan & Feb
7. Kent Public Library	\$7,404.00	ARPA
8. Magna5 MS	\$7,547.57	Network Services: March
9. Millennium Strategies	\$3,500.00	Grant Services: February
10. NYSEG	\$2,283.76	Electric: February Town Hall
	\$4,638.31	February: Police Dept.
11. NYS Muni Workers Comp Alliance	\$41,788.75	2 <sup>nd</sup> Installment: Workers Comp
12. Pitney Bowes Reserve Acct.	\$2,000.00	Postage
13. R.T.I. Industries	\$55,000.00	Grinding: Landfill
14. Laura Roberts	\$3,735.00	February: Prosecutor
15. Roemer Wallens Gold & Mineaux	\$2,881.50	Teamsters Negotiations
16. State Comptroller	\$36,349.00	Justice Court: January
17. Transaxle	\$5,012.00	Truck Parts
18. Win Waste	\$7,423.93	Lake Carmel Garbage
	\$10,533.44	
	\$6,649.99	
	<b>2023 Vouchers</b>	
1. Kevin P. Irwin	\$2,151.00	Prosecutor: Nov & Dec

In the amount of \$320,796.11 may be paid.  
Motion carried unanimously

**Announcements**

- March 23 the Annual Easter Egg Hunt will take place at Ryan’s Field sign up on the Town of Kent Recreation page as well as Little League Rec Softball and Baseball registration.
- The Town Board will be sending a letter in regards to the recent shortfall of \$6 million in the Carmel Central School District.
- Kent Cleanup will take place on Saturday April 20 more information to follow.
- Register by March 15 at the Kent Library to obtain a tree to plant in honor of Earth Day.
- The Kent Library is forming a Teen Advisory Board meeting on May 13<sup>th</sup> pizza will be served.
- The Kent Library has the following ongoing programs, Lego Club, Homework Help on Wednesday afternoons, Paws to Read and College Costs this Saturday am.
- Sunday April 14, the Lake Carmel Fire House will have their Open House and Community Safety Day from 10:00 a.m. – 1:00 p.m.
- The Welcome to Kent signs have been found and currently being refurbished.
- The Westchester Putnam St. Patrick’s Day parade is this Sunday in Mahopc at 2:00 p.m.

**Public Comment**

Bob Bradley understood the Radovich’s are no longer doing the financial collection for the fireworks, he offered the Arts Center’s 5013C but would need direction. Councilman Boyd said the Kent Historical Society might be interested as well.

A discussion took place about the vacant lots in Lake Carmel being noted as Town of Kent and Town of Kent Park District.

Bill Walters, Building Inspector reminded everyone that open burning is banned from March 15<sup>th</sup> to May 15<sup>th</sup> in effect for nearly 20 years. He explained burning barrels have been banned throughout the state, you are permitted to have a chiminea and fire pit with screens.

Sue Kotzur asked if the Natural Inventory Resource Book will be for sale. Councilwoman Campbell said it will be available as a printable PDF and for a fee between \$40.00 - \$45.00.

Sue Kotzur was present at the last CCSD Board meeting on 2/27/24 Dr. Tibbs spoke, the video is available on the schools website it was interesting and upsetting. Councilman Boyd was present as well and thought he talked about raising the tax cap and not about cutting the budget. She said the next meeting is March 12 at the CHS. A resident mentioned there might be another meeting this Friday on this topic.

**Resolution #110 - Adjourn to Executive Session**

On a motion by Councilman Ruthven

Seconded by Councilman Tompuri

Resolved: The Town Board adjourned to executive session at 7:50 p.m. to discuss personnel.

Motion carried unanimously

**Resolution #111 - Adjourn Executive Session**

On a motion by Councilman Ruthven

Seconded by Councilman Tompuri

Resolved: Executive Session adjourned at 8:25 p.m.

Motion carried unanimously

Respectfully submitted,

Yolanda D. Cappelli

Town Clerk