

**Town of Kent**  
**Town Board Meeting** 3/19/2024

**Workshop/Meeting:**

1. Pledge of Allegiance
2. Roll Call
3. Discussion and/or Vote on the following:
  - a) Bids for legal services for Planning and Zoning
  - b) Sale of town property
  - c) MOA Teamsters
  - d) American Towers- allow modifications
  - e) Justice Courts- LanguageLine Phone Agreement
  - f) Lake Carmel- lake management proposal, advertise for seasonal positions, Porta Johns
  - g) Planning Board-accept erosion control bond and final inspection
  - h) Climate Action Plan-adopt, complete streets
  - i) Safe Streets- apply for Grant
  - j) NRI-adoption

4. Vouchers
5. Announcement
6. Public Comment

Accept Retirement of Christopher Kehoe

Hire MEO Kent Highway Department

The Town of Kent Town Board Meeting was held on Tuesday, March 19, 2024 at 7:00 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.

#### **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  
Councilwoman Anne Campbell – present  
Councilman Shaun Boyd – not present

Councilman Jorma Tompuri –not present  
Councilman Chris Ruthven – present

Also present: Town Clerk Cappelli, Town Counsel Tagliafiero, Police Chief Owens, Highway Clerk Verity, CAC Chairman Volckmann and CAC member William Buck and several residents

#### **RESOLUTION #117 -AUTHORIZING THE TOWN CLERK TO ADVERTISE REQUEST FOR PROPOSALS FOR PLANNING & ZONING LEGAL SERVICES**

On a motion by Councilman Ruthven  
Seconded by Councilwoman Campbell

**WHEREAS**, it is the policy of the Town Board of the Town of Kent to periodically seek proposals for professional services; and

**WHEREAS**, the Town Board believes it to be in the best interests of the Town to advertise that it is seeking Proposals for Legal Services as set forth in the Legal Specification documents annexed hereto and incorporated by reference;

**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 Requests for Proposals for Legal Services for Part 4 – Planning and Zoning Legal Services.

Motion carried unanimously

#### **RESOLUTION #118 -AUTHORIZING SALE OF UNNEEDED TOWN PROPERTY**

Supervisor McGlasson explained this was discussed two weeks ago for three separate parcels. Town Counsel Tagliafiero said a resident asked to purchase three small parcels adjacent to his property which someone thought was in the Lake Carmel Park District, she conferred with the Assessor and went to the County Clerk's Office, it appears they are not in the LCPD. She has not reviewed all the maps in the Clerk's Office yet, if it turns out they are in the LCPD the Code states they can be excluded just by a write in filed by transferring the deed which could omit them from the LCPD. Kathy Doherty asked what limited marketability means on the Assessor's letter. Town Counsel Tagliafiero replied they are too small to be developed and have no value to anyone else besides adjoining property owners. Kathy Doherty asked he has eleven acres and a house if he subdivides he must go through Ch. 77 and 66A as it refers to a re-subdivision of a subdivision because the map of 2008 is the Kent Zoning Map. He has to go through a lot line change and other provisions. She doesn't want trouble down the road when he has a parcel, added to it and then subdivides. She asked if its buildable shouldn't it be market value, each parcel had a set value of \$3,000 each, one lot is nine lots, and 5 lots are needed to build in Lake Carmel though she does not know what the property looks like. She read it should go through the Zoning Board before he purchases the property. Town Tagliafiero said the lots have to be merged into one parcel as required. Kathy said he now has 11 acres and wants to put up two more houses, is that a public hearing, fair market value or is that a non-buildable property that he wants to keep for privacy etc. she was told he wants to build houses and assumed he is going to subdivide. Town Tagliafiero asked if the board wants to put a prohibition on subdivision in the transaction. Councilman Ruthven and Supervisor McGlasson did not. Town Counsel Tagliafiero said we can make it a condition if there are any requirements like that under the Town Code that he has to comply and do that first at his own expense. On a motion by Councilman Ruthven  
Seconded by Councilwoman Campbell

**WHEREAS**, the Town of Kent is the owner of three parcels of vacant land adjacent to land identified of Town of Kent Tax Map Numbers 33.80-1-2, 44.24-1-6, and 44.24-1-2 (the "Property"); and

**WHEREAS**, the Property does not have frontage on any existing roads; and

**WHEREAS**, Mr. Gerald Raneri owns the parcel identified as 33.18-1-28 which adjoins the Property, and Mr. Raneri wishes to purchase the Property and merge the Property with 33.18-1-28; and

**WHEREAS**, pursuant to Town Law 64(2), the Town Board is authorized to sell real property at

private sale pursuant to a resolution which is subject to a permissive referendum, and provided the property is unneeded for town purposes and an adequate consideration is received; and

**WHEREAS**, the Property is currently not being used for any public purpose, and there is no future use contemplated for the Property, and it is therefore unnecessary for Town purposes; and

**WHEREAS**, Mr. Raneri has offered to pay the Town the sum of \$3,250 in exchange for the Property; and

**WHEREAS**, by letter, the Town Assessor has reviewed the contemplated sale and determined that \$3,250 is a reasonable value for the lots on the condition that they be merged with parcel 33.18-1-28.

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board finds that the Property is currently not being used for any public purpose, and there is no future use contemplated for that portion of the Property, and it is therefore unnecessary for Town purposes, and it is of no value to anyone other than Mr. Raneri; and

**BE IT FURTHER RESOLVED**, that the Town Board agrees to sell the Property to Mr. Raneri for the sum of \$3,250, subject to permissive referendum; and

**BE IT FURTHER RESOLVED**, that as a condition of the sale, Mr. Raneri must merge the lots with parcel 33.18-1-28 and Mr. Raneri is responsible for any and all fees in connection with the sale of the property and the merger.

**BE IT FURTHER RESOLVED**, Mr. Raneri is obligated to comply with all State and Local Codes at his own expense.

Motion carried unanimously

#### **RESOLUTION #119 - AUTHORIZING ACCEPTANCE OF PROPOSAL OF AMERICAN TOWER FOR EQUIPMENT REMOVAL & INSTALLATION**

On a motion by Councilwoman Campbell

Seconded by Councilman Ruthven

**WHEREAS**, the Town, as Landlord, previously entered into Lease Agreements with Homeland Towers, LLC as Lessee for sites within the Town of Kent, including, a site at 146 Ressique Street, Kent, New York (hereinafter, "the Lease Agreement");

**WHEREAS**, Homeland Towers, LLC assigned its rights to Insite Towers Development, LLC which was acquired by American Tower Corporation; and

**WHEREAS**, pursuant to the Site Lease Agreements, the Lessee must obtain the consent of the Town Board prior to the installation of certain equipment of users of the tower on the site; and

**WHEREAS**, the Lessee is requesting the Town Board's approval on a proposal for the removal and installation of equipment by Verizon Wireless at 146 Ressique Street, consistent with the plans prepared and submitted with the proposal, copies of which are annexed hereto and hereby incorporated; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board of the Town of Kent hereby consents to the proposal consistent with the plans submitted by Lessee; and

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

Motion carried unanimously

#### **RESOLUTION #120 - APPROVE MEMORANDUM OF UNDERSTANDING WITH LOCAL 456,**

On a motion by Supervisor McGlasson

Seconded by Councilman Ruthven

Resolved: This item was removed from the agenda.

Motion carried unanimously

#### **RESOLUTION #121 -ACCEPTING QUOTE FOR LANGUAGE LINE FOR JUSTICE COURT**

On a motion by Councilman Boyd

Seconded by Councilman Ruthven

**WHEREAS**, the Town of Kent is in need of translation services for the Justice Court; and

**WHEREAS**, the Town Board is in receipt of a Master Service Agreement from Language Line Services Inc. ("Language Line") to provide the necessary translation services, a copy of which is annexed hereto and incorporated herein, at a per minute charge; and

**WHEREAS**, the Town Board wishes to accept the Master Service Agreement at the per minute charge;

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board of the Town of Kent hereby accepts the Master Service Agreement from Language Line as further detailed in the annexed agreement; and

**BE IT FURTHER RESOLVED**, that the Town Supervisor is hereby authorized and directed to execute any and all agreements and other documents necessary to give effect to this Resolution, consistent with the terms hereof, all in form satisfactory to the Supervisor and the Town Attorney, if requested.  
Motion carried unanimously

**RESOLUTION #122 -ACCEPTING PROPOSAL FOR LAKE TREATMENT SERVICES**

On a motion by Councilman Ruthven

Seconded by Councilwoman Campbell

**WHEREAS**, the Town is in need of a lake management service to control algae blooms in Lake Carmel;

**WHEREAS**, Limnology Information and Freshwater Ecology Inc. is the sole source provider for the algaecide treatment required for Lake Carmel and has submitted a proposal for the treatment of Lake Carmel for the 2024 season, a copy of which is annexed hereto; and

**WHEREAS**, the Town Board believes it is in the best interests of the Town to accept the proposal submitted by Limnology Information and Freshwater Ecology Inc. in the amount of \$19,910 for the management of algae blooms in Lake Carmel for the 2024 season, and to authorize Limnology to apply for the necessary permit from the NYS DEC and NYS Division of Water.

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board of the Town of Kent hereby approves the algaecide treatment of Lake Carmel by Limnology Information and Freshwater Ecology Inc. for a price not to exceed \$ 19,910, which includes the fees for the permits referenced above, consistent with the annexed proposal, and authorizes the Town Supervisor to execute all documentation required to obtain all necessary permits and other documents necessary to give effect to this Resolution.

Motion carried unanimously

**RESOLUTION #123 - AUTHORIZING TOWN CLERK TO ADVERTISE FOR THE POSITIONS OF CERTIFIED WATERFRONT LIFEGUARD SUPERVISOR, WATERFRONT GUARDS, WATER SAFETY INSTRUCTOR (WSI) AND SEASONAL PARK MAINTENANCE WORKERS FOR THE LAKE CARMEL PARK DISTRICT**

On a motion by Councilwoman Campbell

Seconded by Councilman Ruthven

**WHEREAS**, the Town of Kent is seeking to fill the summer positions of Lifeguard Supervisor, Certified Waterfront Lifeguards, Waterfront Safety Instructor and Seasonal Park Maintenance Workers for the Lake Carmel Park District; and

**WHEREAS**, the Town of Kent wishes to advertise for applications to fill said positions; and

**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 applications for the positions of Lifeguard Supervisor, Certified Waterfront Lifeguards, Waterfront Safety Instructor and Seasonal Park Maintenance Workers positions for the Lake Carmel Park District.

Motion carried unanimously

**RESOLUTION #124 -ACCEPTANCE OF QUOTE FOR RENTAL OF PORTA JOHNS**

On a motion by Councilman Boyd

Seconded by Councilman Ruthven

**WHEREAS**, there is a need to rent portable toilets for Beach Nos. 2, 3, 4 and 7 and the Maintenance Garage in the Lake Carmel Park District; and



**VIA EMAIL: [jmcglasson@townofkentny.gov](mailto:jmcglasson@townofkentny.gov)**

March 8, 2024

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

**RE: 208442 / Kent Landfill / VERIZON WIRELESS (the "Customer") / 14541402 (the "Project")  
Communications Facility located at 146 Ressique Street, Carmel Hamlet, NY 10512 (the "Site")  
Request for Consent & Authorization**

Dear Landlord:

American Tower has authorized Tower Alliance LLC to obtain consents, on American Tower's behalf, from landlords when required under the ground agreement. Pursuant to the ground agreement for the above-referenced Site, we are requesting your consent of Customer's proposed modifications. This consent shall apply to any alteration or tower modification related to the Project.

American Tower will continue to be responsible for performance of all obligations under the ground agreement. Please acknowledge your approval by signing in the space provided below. If you have any questions, please do not hesitate to contact me. Please return this letter immediately to the address listed below.

Sincerely,

Jessica Garcia  
Land Rights Specialist  
Tower Alliance, LLC, an authorized vendor of American Towers LLC, its subsidiaries and affiliates  
[JGarcia@toweralliance.com](mailto:JGarcia@toweralliance.com)  
(754) 354-0030 x0030

#### **Approval and Authorization**

I, an authorized party, consent to the activity as referenced above at the Site and authorize the Customer and/or its agent, to apply for all necessary zoning and permitting approvals as may be required for the activity and/or installation and acknowledge and agree that Customer, American Tower, and/or their agents shall have no further obligations to obtain consents or approvals, or provide notice, from the undersigned with regard to the Project.

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

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

# Master Service Agreement

shall be solely and fully responsible for charges resulting from the use of these CIDs, whether or not such use is authorized by Customer.

4. **CONFIDENTIALITY AND PRIVACY.** The Parties agree that during the term of this Agreement and thereafter, neither Party will disclose any of the other's Confidential Information to any third Party and each Party will use the other's Confidential Information only for purposes specifically contemplated by this Agreement. These obligations do not apply to information that is expressly identified by a Party as not being confidential or that is in the public domain. If either Party has been requested to disclose or is required by discovery request in a litigation, subpoena, civil investigative demand or similar process to disclose any such information then that Party so compelled may disclose such information without liability after giving reasonable notice to the other Party promptly to assert whatever objections the other Party desires to prevent such disclosure within such deadlines as are required by the governing statutes, rules or regulations. For purpose of this Agreement, the term "**Confidential Information**" includes (a) information (including data) identified by a Party as being Confidential Information, (b) personally identifiable personal, financial, health or other personal information protected under a law or regulation, including without limitation HIPAA, Gramm-Leach-Bliley, US federal and state privacy laws, the General Data Protection Regulation (EU) 2016/679 (the "GDPR"), and the UK Data Protection Act, (c) the terms and conditions of this Agreement, (d) LanguageLine pricing for its Services, and (e) all of the information provided in any invoices or other non-public documents or in oral communications between the Parties relating to the Services. LanguageLine will not record or monitor any interpretation calls except that some calls may be monitored for training and quality assurance purposes.
5. **LANGUAGELINE PERSONNEL.** Customer understands and acknowledges that in providing the Services, LanguageLine's linguist workforce consists of its own employees, individual independent contractor linguists and linguists provided through trusted professional linguist staffing agencies (collectively, "LanguageLine Personnel"). All LanguageLine Personnel are subject to LanguageLine's stringent quality control standards, confidentiality and privacy obligations and certification criteria, and LanguageLine is solely responsible for ensuring that the terms and conditions of this Agreement are met by LanguageLine Personnel. Customer hereby consents to the use of all LanguageLine Personnel by LanguageLine.
6. **RELATIONSHIP OF PARTIES.** The Parties are independent contractors, and nothing in this Agreement will be deemed to place the Parties in the relationship of employer-employee, principal-agent, partners or joint venturers. Each Party will be responsible for paying its own payroll taxes, disability insurance payments, unemployment taxes, employee benefits (if applicable) and other similar taxes, benefits or charges.
7. **LIMITED WARRANTIES AND LIABILITY.** (a) LANGUAGELINE WILL PERFORM ALL OF THE SERVICES IN A PROFESSIONAL MANNER CONSISTENT WITH INDUSTRY STANDARDS. LANGUAGELINE MAKES NO OTHER REPRESENTATION, WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, OF ANY KIND, AND LANGUAGELINE SPECIFICALLY DISCLAIMS ANY WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER ACKNOWLEDGES THAT INTERPRETATIONS, TRANSLATIONS, AND LOCALIZATIONS MAY NOT BE ENTIRELY ACCURATE IN ALL CASES AND THAT EVENTS OUTSIDE OF THE CONTROL OF LANGUAGE LINE MAY RESULT IN UNCOMPLETED OR INTERRUPTED SERVICE. (b) EXCEPT FOR THE PARTIES' OBLIGATIONS UNDER SECTIONS 4 (CONFIDENTIALITY), 8 (INDEMNIFICATION) AND CUSTOMER'S OBLIGATIONS UNDER SECTION 2 (PAYMENT TERMS), AND TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, EACH PARTY'S AGGREGATE LIABILITY TO THE OTHER FOR CLAIMS RELATING TO THIS AGREEMENT, WHETHER FOR BREACH OR IN TORT AND INCLUDING BUT NOT LIMITED TO NEGLIGENCE, SHALL BE LIMITED TO THE GREATER OF THE AMOUNT INVOICED TO CUSTOMER BY LANGUAGELINE WITHIN THE PREVIOUS 12 MONTHS, AND (c) EXCEPT AS IS PROHIBITED BY LAW AND SUBJECT TO A PARTY'S OBLIGATIONS UNDER SECTION 8 (INDEMNIFICATION), NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGE IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT (INCLUDING LOSS OF BUSINESS, REVENUE, PROFITS, USE, DATA OR OTHER ECONOMIC ADVANTAGE), HOWEVER IT ARISES, WHETHER FOR BREACH OR IN TORT, EVEN IF THAT PARTY HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

# Master Service Agreement

8. **INDEMNIFICATION.** The Parties each agree to hold harmless and indemnify the other Party and their respective officers, directors, employees, affiliates and agents from and against any claims, causes of action, damages, costs, fees, expenses, settlement or any other form of damage or expense relating to (a) a third Party claim for an intellectual property violation or a breach of Section 4 of this Agreement ("Confidentiality"), (b) a claim by an employee, vendor or agent of one Party asserted against the other Party, or (c) the grossly negligent, fraudulent, or intentionally wrongful act of any kind by an employee or agent of one Party resulting in damages to the other Party. LanguageLine will not be liable for intellectual property infringement arising merely from LanguageLine's interpretation or translation of Customer communications or documents, respectively. LanguageLine maintains extensive global insurance coverage for all its Services and all of its personnel. A copy of the Certificate of Insurance will be supplied to Customer upon request.
9. **PUBLICITY.** Customer agrees that LanguageLine may use Customer's name and/or corporate logo on LanguageLine's website and marketing materials and upon LanguageLine's reasonable request will provide a testimonial regarding LanguageLine's Services for use in LanguageLine's marketing of its Services.
10. **ASSIGNMENT.** Neither Party may assign this Agreement without the prior written consent of the other Party, except that LanguageLine may assign its right to payment to an affiliated company and, either Party may assign this Agreement to a successor company without consent, provided that the successor company ratifies and assumes this Agreement in its entirety and provides notice of the assignment to the other Party, provided, however, that Customer may not assign this Agreement to any other language services company or portfolio company that owns a 5% or more interest in a language services company.
11. **ACQUISITION OR MERGER OF CUSTOMER.** If Customer is (a) acquired by or merged into or with an existing LanguageLine customer, or (b) acquires an existing LanguageLine customer, the terms and conditions of this Agreement and that of the other LanguageLine customer, including pricing as set out in the applicable Statements of Work, shall remain unaffected unless the Parties otherwise agree in a signed, written amendment to this Agreement.
12. **TERMINATION.** Either Party may terminate this Agreement (a) on one hundred twenty (120) days' notice for any reason, or (b)(i) on thirty (30) days' written notice of breach if the other Party has not cured the breach in thirty (30) days from receipt of the notice of breach, or (ii) if the breach cannot be cured in thirty (30) days, on the date agreed to by the Parties for cure to be completed. Upon termination of this Agreement for any reason, Customer shall pay the final invoice from LanguageLine within thirty (30) days of its receipt of the final invoice (the "30-day period"). Any disputed charges must be identified by Customer within the 30-day period and the Parties shall use good faith efforts to resolve any disputed charges within the 30-day period and any adjustment paid or credited will be made within thirty (30) days after the dispute has been resolved.
13. **ADDITIONAL TERMS.**
- (a) **WAIVER OR DELAY.** Any express waiver or failure to exercise promptly any right under this Agreement will not create a continuing waiver or any expectation of non-enforcement.
  - (b) **SURVIVAL OF OBLIGATIONS.** The obligations of the Party under this Agreement which by their nature should continue beyond the termination or expiration of this Agreement will remain in effect after termination or expiration.
  - (c) **NO THIRD-PARTY BENEFICIARIES.** Neither this Agreement nor the provision of Services shall be construed to create any duty or obligation on the part of LanguageLine to any third parties, including, without limitation, any persons participating in or the subject of communications for which Services are provided, and except as provided by law, does not provide any third party with any right, privilege, remedy, claim or cause of action against LanguageLine, its affiliates or their respective successors.
  - (d) **CHOICE OF LAW.** Any action arising out of this Agreement, as well as the validity, construction and interpretation of this Agreement, will be governed by California law relating to contracts made in the State of California and controlling U.S. federal law. No choice of law rules of any jurisdiction will apply.
  - (e) **BINDING EFFECT.** This Agreement shall be binding upon the Parties hereto, their successors, or assigns, and upon any and all others acting by or through them, or in privity with them, or under their direction.
  - (f) **CONSTRUCTION.** This Agreement is deemed to have been drafted jointly by the Parties. Any uncertainty or ambiguity shall not be construed against either Party based on the attribution of drafting

# Master Service Agreement

- by either Party.
- (g) **COUNTERPARTS; HEADINGS.** This Agreement may be executed in counterparts and as so executed shall constitute one agreement, binding on all Parties. The Headings have no substantive effect and are used merely for convenience.
- (h) **FORCE MAJEURE.** A Party is not liable under this Agreement for non-performance or delayed or interrupted performance caused by events or conditions beyond that Party's control if the Party makes reasonable efforts to perform. This provision does not relieve Customer of its obligation to make all payments when due.
- (i) **NOTICES.** All notices to be given under this Agreement must be in writing and addressed as follows: (a) to LanguageLine at One Lower Ragsdale Drive, Bldg. 2, Monterey, CA 94930 Attn: Contract Administration, or by e-mail to CustomerCare@languageline.com with a copy to Contracts@languageline.com, and (b) to Customer at the most current address or e-mail provided by Customer to LanguageLine. Any notices sent by overnight courier (such as FedEx, DHL, USPS, etc.), or by first class mail, postage prepaid, is effective upon deposit with the post office or the overnight courier and any notice sent by e-mail shall be effective on the date the e-mail is sent except that any e-mail sent on a weekend or holiday shall be effective on the next business day.
- (j) **COMPLIANCE.** Language Line Services, Inc. is an equal opportunity employer and federal contractor. Consequently, as and if applicable, the Parties will abide by the requirements of Title 41 of the United States Code of Federal Regulations (CFR) §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), which are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, creed, sex, sexual orientation, gender identity, or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. If and as applicable, the Parties will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.
14. **ENTIRE AGREEMENT.** This Agreement, including all addenda, Schedules and Statements of Work, constitute the Parties' entire agreement relating to its subject matter. It supersedes all prior or contemporaneous oral or written communications, proposals, conditions, representations and warranties and prevails over any conflicting or additional terms of any quote, order, acknowledgment, or other communication between the Parties relating to its subject matter during the term of this Agreement. No modification to this Agreement will be binding unless in writing and signed by an authorized representative of each Party. If any provision, or part thereof, in this Agreement is held to be invalid, void or illegal, it shall be severed from this Agreement and shall not affect, impair, or invalidate any other provision, or part thereof, and it shall be replaced by a provision which comes closest to the severed provision, or part thereof, in language and intent, without being invalid, void, or illegal.

The person signing this Agreement on behalf of Customer certifies that such person has read, acknowledges, and understands all of the terms and conditions, and is fully authorized to execute this Agreement on behalf of and bind the Customer to all its terms and conditions. Both Parties agree the delivery of the signed Agreement by facsimile or e-mail or use of a facsimile signature or electronic signature or other similar electronic reproduction of a signature shall have the same force and effect of execution and delivery as the original signature, and in the absence of an original signature, shall constitute the original signature.

Customer	LanguageLine
Date:	Date:
Signature:	Signature:
Name:	Name: Bonaventura A. Cavaliere





*Limnology Information and Freshwater Ecology Inc*  
*19 Sandy Pines Blvd*  
*Hopewell Junction, New York 12533*  
*845-227-8805 office*  
*845-227-0406 fax*  
*845-494-1359 cell*  
*www.lifeincponds.com*  
*markroland@lifeincponds.com*

December 6, 2023

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

**Re: Lake Carmel**

Dear Town of Kent;

I want to thank you for the opportunity to provide a lake management proposal for Lake Carmel. I am aware that the major problem associated with the lake are Blue Green Algae Blooms. This problem can be controlled for the lake to be esthetically pleasing and usable. The following is an estimate for **Lake Carmel** for the 2024 summer season.

For the management of any algae bloom including a HAB (Harmful Algae Bloom); the lake should be treated with an **algaecide/cyanobactericide**. The two products that LIFE Inc is recommending for 2024 are Cutrine Ultra and Earth Tec; I have attached a copy of the manufacturer's label for your information. You should be aware that although the treatments will clear up the algae blooms, ongoing maintenance is a **yearly** recommendation. The costs for these treatments are as follows:

<b>I. Cutrine Ultra: Per Treatment</b>	
Labor and Product:	\$10,000.00
<b>II. Earth Tec: Per Treatment</b>	
Labor and Product:	\$9300.00
<b>II: NYS DEC Pesticide Permit &amp; Permit Preparation fees:</b>	\$300.00
<b>III: NYS Division of Water NPDES Permit fees:</b>	\$110.00

LIFE Inc began using Earth Tec in 2022 at Mohegan Lake at the request of the Mohegan Lake Improvement District. Mohegan Lake has a long history of HAB blooms which has closed the lake to swimming many times during the past decade. LIFE Inc treated Mohegan lake with Earth Tec twice a month for the entire summer, beginning in May and continuing through September. We found Earth Tec to be an excellent algaecide/cyanobactericide. The product is slightly less expensive than Cutrine Ultra providing cost savings along with excellent control.



WHEREAS, in accordance with the Town's Procurement Policy, the LCPD Clerk requested quotes from three companies and received two quotes in response, copies of which are annexed hereto and incorporated herein by reference; and

WHEREAS, CPR Sanitation has submitted the lowest quote; and

WHEREAS, the Town Board of the Town of Kent wishes to accept the quote submitted by CPR Sanitation for calendar year 2024;

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Kent hereby approves the rental of Porta Johns from CPR Sanitation at the prices set forth on the quote annexed hereto for calendar year 2024, and the Town Supervisor is hereby authorized and directed to execute any and all agreements necessary to give effect to this Resolution, consistent with the terms hereof, all in form satisfactory to the Supervisor and the Town Attorney, if requested.

Motion carried unanimously

#### **RESOLUTION #125 – MOVE NATURAL RESOURCES INVENTORY**

On a motion by Supervisor McGlasson

Seconded by Councilwoman Campbell

Resolved: Approving the Natural Resources Inventory was moved up on the agenda.

Motion carried unanimously

#### **APPROVING THE TOWN OF KENT NATURAL RESOURCES INVENTORY**

Councilwoman Campbell said after a great deal of work we have the Town's Natural Resources both with and without the biodiversity inventory. She said the Chair of the CAC Bill Volckmann initiated the project years ago along with Bill Buck one of the two Naturalist who put in over a 1,000 hours on biodiversity inventory.

William Volckmann, Chairman of the Conservation Advisory Committee said the NRI is culmination of a five year project going back to 2019. He explained a two year grant was received from NYSDEC in 2021. He said Bill Buck and Beth Herr and a team of volunteers went out almost daily during warm weather months and in cooler months worked on lab work cataloging the flora and fauna, plants and animals. He thanked the people from the NRI Steering Committee who contributed to the NRI, Bruce Barber, Jackie Beshar, Bill Buck, Ann Campbell, Simon Carey, Beth Herr, Jackie Rohrig-Strickland, Chris Ruthven, Tom Stein and Authors Gretchen Stevens and Chris Graham from Hudsonia. He said the NRI is an incredible and important document which becomes a land use planning tool. This was outlined in the 2008 Kent Comprehensive Plan as needed. It will be updated over time on a periodic basis and will not feed into the update of the Comprehensive Plan and other land use tools. He understands a grant was received for an open space inventory, it is important to know what we have in our town and how to work with it, around it, protect it, etc.

Councilman Ruthven recalled a meeting with Bill Buck explaining the need for an NRI five and half years ago. Bill Buck explained the grant required a 15% match from the Town of Kent which was provided by Beth and his volunteer hours. Councilman Ruthven thanked them for all the work put into this.

#### **RESOLUTION #126 - APPROVING THE TOWN OF KENT NATURAL RESOURCES INVENTORY**

On a motion by Councilwoman Campbell

Seconded by Councilman Ruthven

WHEREAS, the Town of Kent Conservation Advisory Committee ("CAC") initiated a project in 2019 to develop a Natural Resources Inventory ("NRI"), as recommended by the Town's Comprehensive Plan of 2008 and as recommended by and guided by the NYS Department of Environmental Conservation (DEC); and

WHEREAS, an NRI is a systematic and comprehensive assessment of the various natural resources within a particular geographic area, and the purpose of conducting an NRI is to gather accurate, up-to-date information to create an inventory of the natural resources and provide information concerning the quantity, quality, distribution, and condition of these natural resources within that geographic area, and

WHEREAS, the Town of Kent received grant funding from the New York State Department of Environmental Protection Fund through the DEC Hudson Estuary Program ("Estuary Program") and received technical assistance in developing an NRI; and

WHEREAS, the Town of Kent formed an NRI Steering Committee to work with Hudsonia Ltd., with

guidance from Estuary Program staff, and dedicated nearly two years to the development of the NRI; and

**WHEREAS**, the GIS-based maps and associated text of the NRI incorporate information from the Town's 2008 Comprehensive Plan along with other plans, studies, historical information, and environmental data sets, together with public input obtained during public engagement opportunities and photos donated by town residents; and

**WHEREAS**, in fulfillment of the matching requirements, over the nearly two-year period of the grant the NRI Steering Committee members provided over 80 hours of volunteer time and over 120 hours of staff time to contribute to the development of the NRI; and

**WHEREAS**, in fulfillment of the matching requirements, two professional, academic biologists provided over 1,000 hours of volunteer time over a three-year period conducting fieldwork throughout the Town's diverse habitats and working with other professional and academic scientists who volunteered their professional time to create a formal Biodiversity Inventory as an appendix to the NRI which documents the multitude of species of plants and animals in Kent; and

**WHEREAS**, the Steering Committee presented the draft NRI to members of the public and the Kent Town Board on June 20, 2023; and to the Kent Planning Board on August 10, 2023, and solicited public feedback on the near-final document during August 2023; and

**WHEREAS**, the Steering Committee in concert with Hudsonia Ltd. have completed its development of the NRI consistent with the standards established by the DEC Estuary Program and in compliance with the requirements of the Kent hereby thanks and commends the members of the CAC, the NRI Steering Committee, the volunteer scientists, the community members who contributed information and photographs, the staff of Hudsonia Ltd., and the staff of the NYS DEC Hudson River Estuary Program.

**WHEREAS**, the use of the NRI by the Town, its agencies, boards, and the public to identify and consider important natural resources when making local land use decisions, including planning and zoning decisions, will assist the Town of Kent in protecting the integrity and value of the Town's natural resources, including soils, water resources, habitats and wildlife, and other significant environmental resources; and

**WHEREAS**, the adoption of the NRI is a Type II action under the New York State Environmental Quality Review Act ("SEQRA"), pursuant to 6 NYCRR 617.5(c)(33) for which no further action under SEQRA is required;

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board of the Town of Kent hereby approves and adopts the Town of Kent NRI and appended Biodiversity Inventory dated 2023; and

**BE IT FURTHER RESOLVED**, that it is the intent of the Town Board that this valuable and comprehensive inventory of the Town's natural resources is to be used by the Town's boards, committees, agencies, and the public to assist in the development, management, and protection of these invaluable resources and to serve as a reference tool in making future land use decisions, including use by the Planning Board and its consultants to identify and understand resources during subdivision, site plan, and special use permit review processes, as well as during SEQRA reviews; and

**BE IT FURTHER RESOLVED**, that the NRI, as it is updated from time to time, shall be kept on file together with the Town's Comprehensive Plan, including on the Town's website; and

**BE IT FURTHER RESOLVED**, that the Town Board of the Town of Kent hereby thanks and commends the members of the CAC, the NRI Steering Committee, the volunteer scientists, the community members who contributed information and photographs, the staff of Hudsonia Ltd., and the staff of the NYS DEC Hudson River Estuary Program.  
Motion carried unanimously

**RESOLUTION #127 - ACCEPTING EROSION CONTROL SURETY BOND & ESCROW FOR INSPECTION FEE AND RETURNING APPLICATION AND INSPECTION FEE**

On a motion by Councilman Ruthven

Seconded by Councilwoman Campbell

**WHEREAS**, the Planning Board, by Resolution #3 of the Year 2024, dated March 12, 2024, has recommended that the Town Board accept: (i) an Erosion Control Bond in the amount of \$16,500; and (ii)

an escrow for the Final Inspection Fee in the amount of \$1,000 from the owner of the property located at 132 Gipsy Trail Road, identified as Tax Map No. 43.-2-62; and

**WHEREAS**, the Town Board wishes to accept the recommendation as set forth in Planning Board Resolution #3;

**NOW, THEREFORE BE IT RESOLVED**, that the Town Board of the Town of Kent hereby accepts the recommendation of the Planning Board and accepts the erosion control bond and escrow, as further detailed above, for the premises at Tax Map No. 43.-2-62.

Motion carried unanimously

#### **RESOLUTION #128 - APPROVING THE TOWN OF KENT CLIMATE SMART ACTION PLAN**

On a motion by Councilwoman Campbell

Seconded by Councilman Ruthven

**WHEREAS**, the Climate Leadership and Community Protection Act (CLCPA) adopted by New York State in 2019 sets the goal of reducing greenhouse gas emissions to 40% below 1990 levels by 2030 and to 85% below 1990 levels by 2050, and,

**WHEREAS**, participation in the NYS DEC Climate Smart Communities program provides municipalities with technical assistance, guidance, and funding for working towards those goals, and

**WHEREAS**, the town of Kent has joined the NYS DEC Climate Smart Communities program and pledged to undertake actions including reductions in energy use, transition to renewable energy sources, climate smart land use, enhancing resilience to climate change, and educating and informing the public, and

**WHEREAS**, actions taken by the Town to date towards certification through the NYSDEC Climate Smart Communities program have resulted in reductions in energy use, costs savings, and significant funding to the Town, and

**WHEREAS**, adoption of a municipal climate action plan will allow the Town to set goals and track progress towards additional climate smart certification actions, and is one of the "high-impact" actions required for certification;

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board of the Town of Kent hereby approves and adopts the Municipal Climate Smart Action Plan.

Motion carried unanimously

#### **RESOLUTION #129 - APPROVING THE TOWN OF KENT COMPLETE STREET POLICY**

Councilwoman Campbell explained another action for Climate Smart Certification is approving a Complete Street Policy which is an intention on some upgrades we hope to have like funding for the installation of sidewalks and other transportation improvements along Route 52 and Rte. 311, making those streets accessible to all. There are some legal requirements for projects funded by NYSDOT. She looked at a number of policies and chose one that accomplished the purpose. It states when we undertake projects by our Highway Department if eligible for state or federal funding that the project scopes will include convenient access and mobility on the road network for users of all ages, motorist, pedestrians, bicyclist and public transportation users.

On a motion by Councilwoman Campbell

Seconded by Councilman Ruthven

**WHEREAS**, integration of land use and transportation is critical to the livability of a community and impacts the quality of life in the region; and

**WHEREAS**, such quality of life frequently includes interests in being able to walk, bike, make use of public transportation and drive on well-maintained, safe streets; and

**WHEREAS**, Complete Street designs are the contemporary approach to better accommodate the full range of travel modes, in a manner to accommodate one's age and physical abilities, thereby providing a more balanced transportation system which offers choices of where people can go and how they can get there; and

**WHEREAS**, such Complete Streets designs may include elements such as defined pedestrian and

bicycles spaces, pedestrian scaled lighting and transit stop shelters that are elements allowing children and adults to more safely walk or bike, take the bus to the grocery store or travel to one of our Town parks or one of the local trails, these elements also advance the interests of senior citizens being able to "age in place"; and

**WHEREAS**, the State of New York has enacted the Complete Streets Act (Chapter 398, Laws of New York on August 15, 2011) requiring state, county and local agencies to consider the convenience and mobility of all users when developing transportation projects that receive state and federal funding;

**NOW THEREFORE, BE IT RESOLVED**, that the Town Board of the Town of Kent does hereby authorize the attached policy entitled "**Complete Streets Policy for the Town of Kent**" to provide the Town, its Highway Department, Planning Board, and its employees, consultants, and volunteers with suitable policy guidance regarding planning and implementation of road-related renovations within the Town of Kent;

**BE IT FURTHER RESOLVED**, that a copy of this Resolution and Policy be placed in the office of the Town Clerk.

Motion carried unanimously

**RESOLUTION #130 – COMMUNITY PROJECT FUNDING GRANT FOR 2024**

Councilwoman Campbell said through Congressional appropriation with the support of our State Senators we will be receiving \$1.27 million dollars to do the engineering work for the repairs on the Lake Carmel Dam. She said they will applying for another grant in the amount of \$5 million dollars for repairs of the dam.

On a motion by Councilwoman Campbell

Seconded by Councilman Ruthven

Resolved: The Grant writer is authorized to submit an application to this year's Community Project Funding Cycle for Congressional appropriations for the repair of the Lake Carmel Dam in the maximum amount to be near or above the amount of \$5 million dollars.

Motion carried unanimously

**RESOLUTION #131 – SAFE STREETS GRANT**

Councilwoman Campbell explained this is a planning grant that allows us to focus on safety on roads and streets leading to having material to be used in future grant applications to improve traffic control and safety in various locations around town.

On a motion by Councilwoman Campbell

Seconded by Supervisor McGlasson

Resolved: The Grant writer is authorized to submit an application to US Department of Transportation Safe Streets and Roads for All (SS4A) Grant up to \$200,000.

Motion carried unanimously

**RESOLUTION #132 – HIRE MEO KENT HIGHWAY DEPARTMENT**

On a motion by Supervisor McGlasson

Seconded by Councilman Ruthven

Resolved: Edward Todd is hired as MEO for the Kent Highway Department starting March 25, 2024.

Motion carried unanimously

**RESOLUTION #133 - AUTHORIZING STIPEND FOR TOWN ASSESSOR**

On a motion by Councilman Ruthven

Seconded by Councilman Campbell

**WHEREAS**, the Town Assessor has requested compensation for additional duties he has taken on in connection with the 2025 town wide reassessment; and

**WHEREAS**, the Town Board wishes to compensate the Assessor for such services for the year 2024 with payment of a stipend in the amount of \$13,000;

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board of the Town of Kent hereby authorizes the payment of a stipend in the amount of \$13,000 to Seth Plawsky, Town Assessor, to compensate for duties undertaken regarding the Town Wide Reassessment Project.

Motion carried unanimously

**RESOLUTION #134 – ADD ITEM TO AGENDA**

On a motion by Supervisor McGlasson

## **Complete Streets Policy for the Town of Kent**

Town projects that are undertaken by or on behalf of the Highway Department which are eligible for federal and/or state funding and are subject to NYSDOT oversight shall have a project scope that includes consideration of the convenient access and mobility on the road network by all users of all ages. Such users include motorists, pedestrians, bicyclists, and public transportation users. Consideration is to include complete street design features in the planning, design, construction, reconstruction and rehabilitation, but not including resurfacing, maintenance, or pavement recycling of such projects.

The Town's Planning Board is to be consulted in advance of and during implementation of any such project outlined in the paragraph above. Complete Street design features consist of roadway design features that better accommodate and facilitate convenient access and mobility by all users, including current and projected users, particularly pedestrians, bicyclists and individuals of all ages and abilities. These features may include, yet need not be limited to: sidewalks, roadways, pedestrian control signalization, bus pull outs, curb cuts, raised crosswalks and ramps and traffic calming measures; and recognize that the needs of users of the road network vary according to rural, city and suburban contexts.

### **Exemptions to Complete Streets Approach**

A Complete Streets approach is not required if the Town determines that one or more of the following situations exists in relation to a particular roadway or thoroughfare:

1. Use by bicyclists and pedestrians is prohibited by law, such as within interstate highway corridors; or
2. The cost would be disproportionate to the need as determined by factors including, but not limited to, the following: land use context; current and projected traffic volumes; and population density; or
3. Demonstrated lack of need as determined by factors, including, but not limited to, land use, current and projected traffic volumes, including population density, or demonstrated lack of community support; or
4. Use of the design features would have an adverse impact on or be contrary to, public safety.

Nothing in this policy shall require the Town to expend monies in accordance with Complete Streets that exceed the amount of available local, state and federal funding for such Complete Street design features.





Seconded by Councilman Ruthven  
Resolved: An item for Recreation was added to the agenda.  
Motion carried unanimously

**RESOLUTION #135 – ACCEPT RETIREMENT OF CHRISTOPHER KEHOE**

On a motion by Supervisor McGlasson  
Seconded by Councilman Ruthven  
Resolved: After 35 years of service to the Town of Kent the retirement of Christopher Kehoe is accepted with much regret as of March 30, 2024.  
Motion carried unanimously

**RESOLUTION #136 – APPROVAL OF VOUCHERS AND CLAIMS**

On a motion by Councilman Ruthven  
Seconded by Councilwoman Campbell  
Resolved: All Vouchers #200171294 - # 200171458  
And claims submitted by:

2024 Vouchers		
1. Carmel Central School District	\$3,495.00	Gym Rental: February
2. Cemco Water	\$6,012.72	WD#1: February
	\$4,162.20	WD#2: February
3. CivicPlus	\$3,307.50	CivicRec Annual Fee
4. GAR Associates	\$35,000.00	Contract Billing Reassessment
5. H.O. Penn Machinery Co.	\$74,550.00	Little Excavator
6. Insite Engineering	\$3,719.00	Huestis Park
	\$13,401.60	Hwy Garage Expansion
7. Kent Fire District #1	\$494,650.00	2024 Budget
8. Kuba Sports	\$4,098.40	Volleyball/Hoopster
9. Lake Carmel Fire Dept.	\$1,012,490.00	2024 Budget
10. Medicare Reimbursements	\$33,367.70	1 <sup>st</sup> Quarter Reimbursements
11. Millennium Strategies	\$3,500.00	Grant Services: March
12. NYS Dept. of Civil Service	\$274,458.11	Health Insurance: March
13. NYSEG	\$2,884.92	Electric: Town Hall
	\$4,552.03	Electric: Rt 52 Pump Station
14. Pitney Bowes Reserve Acct.	\$3,000.00	Postage
15. Ringsquared	\$3,324.57	Telephone Services: March
16. Royal Carting	\$3,935.08	Recycling Garage: February
17. Systems Development Group	\$3,120.00	Assessor Software Annual Support
18. Win Waste	\$6,437.47	Lake Carmel Garbage
	\$10,131.65	
	\$8,253.96	
2023 Vouchers		
1. Town of Kent Municipal Repairs	\$22,556.64	Chargebacks: Highway December

In the amount of \$2,068,450.50 may be paid.  
Motion carried unanimously

**ANNOUNCEMENTS**

- Sunday, April 14,2024 the Lake Carmel Fire Department is having their Open House Community Safety Day from 10 – 1.
- Saturday, March 23rd, at Ryan’s Fields the Annual Kent Recreation Egg Hunt, still time to sign up, rain date a week from Saturday.
- April 2<sup>nd</sup>, Town Hall is a voting location for the Presidential Primary, Town Hall Offices will be closed the Town Board Meeting has been rescheduled to April 9<sup>th</sup>.
- Free Rabies Clinic is this Saturday at Veterans Memorial Park for dogs, cats and ferrets.
- Kent Library is having an event in honor of Mr. Rogers’s Birthday, “Won’t you be my neighbor” leave a written message on the Mr. Rogers’s bulletin board what it means to you to be a kind and good neighbor.
- Kent Library is having an adult community hike from the library, 10 am on Saturday, March 23<sup>rd</sup> visit the website for details.
- Kent Library is having a program on March 25<sup>th</sup> at 4:30 learn about the upcoming Solar Eclipse and how to stay safe during the event.
- Dirt the Play by the Putnam Alliance was featured at AOL this weekend it will be held on Tompkins Corner Cultural Center.
- Kent Cleanup Day will take place on Saturday April 20, get a group together, supplies are available at the

Kent Police Department

**PUBLIC COMMENT**

Bill Buck thanked the Town Board for applying for all these grants, he feels it has made a difference in the town.

**RESOLUTION #137 - ADJOURNMENT**

On a motion by Councilman Ruthven

Seconded by Councilwoman Campbell

Resolved: The Town Board meeting of March 19m, 2024 adjourned at 8:10 p.m.

Motion carried unanimously

Respectfully submitted,

A handwritten signature in blue ink that reads "Yolanda D. Cappelli". The signature is written in a cursive, flowing style.

Yolanda D. Cappelli

Town Clerk