

**TOWN OF KENT  
TOWN BOARD MEETING  
Tuesday, December 17, 2019**

**Executive Session** – 6:00 p.m.

to discuss the financial, credit or employment history of a particular person or corporation or matters leading to the appointment of a particular person or corporation.

**Workshop** – 7:00 p.m.

1. Pledge of Allegiance
2. Mining Moratorium discussion
3. Vacant and Abandoned Home update
4. IT – Windows 7 End of Life proposal
5. Finance – software upgrade
6. 2020 Workers' Compensation coverage
7. Partners in Safety Contract
8. GenServe Contract
9. Announcements
10. Public Comment

**Meeting**

1. Roll Call
2. Vote on the following:
  - a. Set date for public hearing on Mining Moratorium
  - b. Set date for public hearing on Vacant Property Registry
  - c. Windows End of Life proposal
  - d. Finance software upgrade
  - e. 2020 Workers' Compensation coverage
  - f. 2020 Partners in Safety contract
  - g. 2020 Genserve Service Contracts
  - h. Vacation Carryover for 3 employees
  - i. Temporary Full-time Recreation Assistant
3. Vouchers and Claims
4. Correspondence
5. Public comment

TOWN OF KENT  
County of Putnam, State of New York  
RESOLUTION \_\_\_\_\_

RESOLUTION INTRODUCING  
LOCAL LAW \_\_\_\_ -2019 AND PROVIDING FOR PUBLIC  
NOTICE AND HEARING

INTRODUCED BY:

SECONDED BY: \_\_\_\_\_

DATE OF CONSIDERATION/ADOPTION: December \_\_\_, 2019

BE IT RESOLVED that a local law Establishing a Temporary Land Use Moratorium Prohibiting Mining within the Town of Kent, is hereby introduced by \_\_\_\_\_, as Introductory Local Law #\_\_ of the year 2019 before the Town Board of the Town of Kent in the County of Putnam and State of New York, and

BE IT FURTHER RESOLVED, that copies of the aforesaid proposed Local Law, which is attached hereto, be laid upon the desk of each member of the Board, and

BE IT FURTHER RESOLVED, that the Town Board will hold a public hearing on said proposed Local Law at the Town Hall, in the Town of Kent, New York at 7:00 o'clock P.M. on \_\_\_\_\_, and

BE IT FURTHER RESOLVED, that the Town Clerk publish or cause to be published a public notice in the official newspaper of the Town of Kent of said public hearing at least five (5) days prior thereto.

UPON ROLL CALL VOTE:

Supervisor Fleming: \_\_\_\_\_

Councilwoman McGlasson: \_\_\_\_\_

Councilman Ruthven: \_\_\_\_\_

Councilman Huestis: \_\_\_\_\_

Councilman Denbaum: \_\_\_\_\_

VOTE: RESOLUTION CARRIED BY A VOTE OF \_\_\_\_\_ TO \_\_\_\_\_ ABSTAIN \_\_\_\_\_

State of New York     )  
County of Putnam    ) ss:

I, Yolanda D. Cappelli Town Clerk of the Town of Kent, do hereby certify that the above is a true and exact copy of a Resolution adopted by the Town Board of the Town of Kent at a meeting of said Board on \_\_\_\_\_, 2019

Dated: \_\_\_\_\_, 2019

\_\_\_\_\_  
Yolanda D. Cappelli, Town Clerk

TOWN OF KENT  
NOTICE OF HEARING

A LOCAL LAW ESTABLISHING A TEMPORARY LAND USE  
MORATORIUM PROHIBITING MINING WITHIN THE TOWN OF KENT

PUBLIC NOTICE is hereby given that there has been introduced before the Town Board of the Town of Kent, New York, on \_\_\_\_\_ an amendment to Kent Town Code introducing a local law Establishing a Temporary Moratorium Prohibiting Mining within the Town of Kent.

NOW THEREFORE, pursuant to Section 20 of the Municipal Home Rule Law, the Town Board of the Town of Kent, New York will hold a public hearing on the aforesaid Amendment at the Town Offices, 25 Sybil's Crossing, Kent, New York, on \_\_\_\_\_, at 7:00 p.m. in the evening of that day at which time all persons interested therein shall be heard. The Town Board will make every effort to assure that the hearing is accessible to persons with disabilities. Anyone requiring special assistance and/or reasonable accommodations should contact the Town Clerk.

Dated: \_\_\_\_\_, 2019

BY ORDER OF THE TOWN BOARD OF THE  
TOWN OF KENT

YOLANDA D. CAPPELLI, TOWN CLERK

TOWN OF KENT LOCAL LAW NO. \_\_\_\_\_ of 2019  
A LOCAL LAW ESTABLISHING A TEMPORARY LAND USE MORATORIUM  
PROHIBITING MINING WITHIN THE TOWN OF KENT

BE IT ENACTED by the Town Board of the Town of Kent, Putnam County, New York, as follows:

Section 1. Legislative Intent.

This local law is intended to temporarily prohibit the issuance of permits for the excavation of sand, gravel, topsoil, rock or other natural material within the Town of Kent for a period of up to six (6) months, pending the further development and adoption of local laws and/or ordinances prepared to regulate and govern such excavation.

It is deemed necessary to enact this moratorium in order to permit the Town Board adequate time in which to draft suitable legislation to allow for proper and authorized regulation of mining within the Town of Kent. During the term of the moratorium, the Town of Kent shall work to prepare and eventually adopt additional land use provisions and regulatory processes to provide for the benefit, health and general welfare of the residents of the Town of Kent.

The objective of this moratorium is to allow the Town of Kent to assess and address its Code to promote community planning values by properly regulating such excavation. During the pendency of the moratorium, the Town Board will consider how best to permit excavation in certain areas so as to harmoniously integrate such with the existing community and landscape. Moratoria are useful in controlling or temporarily inhibiting development until satisfactory final regulations are adopted.

For these reasons, the Town Board finds that temporary moratorium legislation is both advisable and necessary for a reasonable and defined period of time in order to further develop and adopt necessary zoning and land use changes to the Kent Town Code, thus protecting and furthering the public interest, health and safety.

Section 2. Scope of Moratorium.

There is hereby adopted in the Town of Kent a six (6) month moratorium on the consideration, receipt or grant of temporary permits, pursuant to Chapter 63 of the Town of Kent Town Code entitled "Soil Removal", for the excavation of sand, gravel, topsoil, rock or other natural materials.

During the term of the moratorium, the Town Board intends to develop, consider and adopt changes to its land use local laws so as to regulate Soil Removal and ensure that any mining conducted within the Town is consistent with the terms and goals of the Town's Comprehensive Plan.

While the moratorium is in effect, no applications shall be accepted and no temporary permits issued or approvals given by the Town Board except as authorized pursuant to Section 3, below.

### Section 3. Variances and Appeals.

Applications for land use otherwise subject to this moratorium may be exempted from the provisions of this Local Law following a noticed public hearing before the Town Board. It is specifically intended that this moratorium shall supersede New York State law which would otherwise confer variance applications exclusively to the zoning board of appeals.

Following a written request for hardship variance relief, within sixty (60) days of receipt of such request, a noticed public hearing shall be held, at which hearing the Town Board may, but is not limited to consider:

A. The proximity of applicant's premises or the subject of applicant's request for relief to natural resources, including but not limited to prime agricultural soils, wetland areas, conservation districts and other areas of environmental concern.

B. The impact of the proposed application on the applicant's premises and upon the surrounding area.

C. Compatibility of the proposed application with the existing land use and character of the area in general proximity to the subject of the application, and its effect upon aesthetic resources of the community.

D. Compatibility of the proposed application with the recommendations of any administrative body charged with such review by the Town of Kent.

E. The written opinion of the Town of Kent Planning Board and the Town of Kent Code Enforcement Officer that such application may be jeopardized or made impractical by waiting until the moratorium is expired.

F. Evidence specifying in detail the nature and level of any alleged hardship imposed on the property owner(s) as a result of this moratorium.

G. Such other considerations and issues as may be raised by the Town Board.

In making a determination concerning a proposed exemption or grant of relief from application of the moratorium, the Town Board may obtain and consider reports and information from any source it deems to be helpful with review of said application. A grant of relief from application of the moratorium shall include a determination of unreasonable hardship upon the property owner (or if there are multiple property owners, a determination that each such owner shall suffer an unreasonable hardship) which is unique to the property owner(s), a finding that

there are sufficient existing regulations to adequately govern the application for which a hardship waiver is being requested, and a finding that the grant of an exemption will be in harmony with, and will be consistent with the existing Town of Kent Zoning Ordinance and the recommendations of the Comprehensive Plan as such may exist.

An application for relief from the prohibitions of the moratorium shall be accompanied by a fee as set forth by resolution of the Town Board, together with the applicant's written undertaking, in a form to be approved by the Attorney for the Town, to pay all of the expenses of the Town Board and any agent or consultant retained by the Town Board to evaluate and consider the merits of such application, including but not limited to any fees incurred by the Town for services provided by the Attorney for the Town.

#### Section 4. Penalties.

A. Failure to comply with any of the provisions of this Local Law shall be an unclassified misdemeanor as contemplated by Article 10 and Section 80.05 of the New York State Penal Law, and, upon conviction thereof, shall be punishable by a fine of not more than One Thousand Dollars (\$1,000) or imprisonment for not more than 10 days, or both for the first offense. Any subsequent offense within a three-month period shall be punishable by a fine of not more than Two Thousand Dollars (\$2,000) or imprisonment for a period of not more than 30 days, or both. For purposes of this Clause A, each day that a violation of this Local Law exists shall constitute a separate and distinct offense.

B. Compliance with this Local Law may also be compelled and violations restrained by order or by injunction of a court of competent jurisdiction, in an action brought on behalf of the Town by the Town Board.

C. In the event the Town is required to take legal action to enforce this Local Law, the violator will be responsible for any and all costs incurred by the Town relative thereto, including but not limited to attorney's fees, and such amount shall be determined and assessed by the court. If such expense is not paid in full within 30 days from the date it is determined and assessed by the Court, such expense shall be charged to the property(ies) within the Town on which the violation occurred, by including such expense in the next annual Town tax levy against such property, and such expense shall be a lien upon such property until paid.

#### Section 5. Application.

The provisions of this local law shall apply to all real property within the Town of Kent, and all applications for the excavation of sand, gravel, topsoil, rock or other natural materials pursuant to Chapter 63 of the Town Code.

Section 6. Conflicts with State Statutes and Local Laws and Authority to Supersede.

To the extent that any provisions of this local law are in conflict with or are construed as inconsistent with the provisions of the New York State Town Law or any local ordinance, law, or regulation, this local law supersedes, amends, and takes precedence over the Town Law and such local ordinances, laws or regulations, pursuant to the Town's municipal home rule powers pursuant to Municipal Home Rule Law § 10 and § 22 to supersede any inconsistent authority. Pursuant to the same powers, and without limiting the generality of the foregoing, this local law supersedes the provisions contained in (a) Article 8 of the Environmental Conservation Law (known as the State Environmental Quality Review Act) and the regulations thereunder to the extent that such provisions require that an agency determine the environmental significance of an application within certain specified timeframes; and (b) Town Law § 267 and § 267-a through c, pertaining to the variance authority of the board of zoning and appeals.

Section 7. Validity and Severability.

If any part or provision of this local law or the application thereof to any person or circumstance be adjudged invalid by any court of competent jurisdiction, such judgment shall be confined in its operation to the part or provision or application directly involved in the controversy in which such judgment shall have been rendered and shall not affect or impair the validity of the remainder of this local law or the application thereof to other persons or circumstance, and the Town Board of the Town of Kent hereby declares that it would have passed this local law or the remainder thereof had such invalid application or invalid provision been apparent.

Section 8. SEQRA Review.

The adoption of a moratorium constitutes a Type II action under 6 NYCRR Part 617, and therefore requires no further review under the State Environmental Quality Review Act (SEQRA).

Section 8. Effective Date.

This local law shall take effect immediately upon filing in the Office of the New York State Secretary of State in accordance with Section 27 of the Municipal Home Rule Law and shall remain in force for a consecutive period of six (6) months from its effective date, unless extended by local law adopted after public hearing upon no less than five (5) days public notice.

Dated: \_\_\_\_\_, 2019

BY THE ORDER OF THE TOWN BOARD OF

THE TOWN OF KENT

TOWN OF KENT  
NOTICE OF HEARING

AMENDMENTS TO THE KENT TOWN CODE  
REGARDING FORECLOSURE AND VACANT PROPERTY REGISTRY

PUBLIC NOTICE is hereby given that there has been introduced before the Town Board of the Town of Kent, New York, on December 17, 2019 an amendment to Kent Town to authorize the acceptance by Town of Kent Boards of surety bonds and letters of credit when a bond is required pursuant to the Town Code.

NOW THEREFORE, pursuant to Section 20 of the Municipal Home Rule Law, the Town Board of the Town of Kent, New York will hold a public hearing on the aforesaid Amendment at the Town Offices, 25 Sybil's Crossing, Kent, New York, on \_\_\_\_\_, 2020 at 7:00 p.m. in the evening of that day at which time all persons interested therein shall be heard. The Town Board will make every effort to assure that the hearing is accessible to persons with disabilities. Anyone requiring special assistance and/or reasonable accommodations should contact the Town Clerk.

Dated: December 17, 2019

BY ORDER OF THE TOWN BOARD OF THE  
TOWN OF KENT

YOLANDA D. CAPPELLI, TOWN CLERK



TOWN OF KENT

County of Putnam, State of New York

RESOLUTION \_\_\_\_\_

RESOLUTION INTRODUCING  
LOCAL LAW \_\_\_\_-2019 AND PROVIDING FOR PUBLIC  
NOTICE AND HEARING

INTRODUCED BY: \_\_\_\_\_

SECONDED BY: \_\_\_\_\_

DATE OF CONSIDERATION/ADOPTION: \_\_\_\_\_, 2019

BE IT RESOLVED that an amendment to Kent Town Code authorizing the addition of CHAPTER 68 to the Town Code of the Town of Kent, to be entitled "FORECLOSURE OF MORTGAGES AND VACANT PROPERTY REGISTRY"; REQUIRING THE REGISTRATION AND MAINTENANCE OF CERTAIN REAL PROPERTY BY MORTGAGEES AND VACANT PROPERTY BY OWNERS; is hereby introduced by \_\_\_\_\_, as Introductory Local Law # \_\_\_\_ of the year 2019 before the Town Board of the Town of Kent in the County of Putnam and State of New York, and

BE IT FURTHER RESOLVED, that copies of the aforesaid proposed Amendment, which is attached hereto, be laid upon the desk of each member of the Board, and

BE IT FURTHER RESOLVED, that the Town Board will hold a public hearing on said proposed Amendment at the Town Hall, in the Town of Kent, New York at \_\_\_\_ o'clock P.M. on \_\_\_\_\_, 2020 and

BE IT FURTHER RESOLVED, that the Town Clerk publish or cause to be published a public notice in the official newspaper of the Town of Kent of said public hearing at least five (5) days prior thereto.

UPON ROLL CALL VOTE:

Supervisor Fleming: \_\_\_\_\_  
Councilman Ruthven: \_\_\_\_\_  
Councilman Denbaum: \_\_\_\_\_

Councilwoman McGlasson: \_\_\_\_\_  
Councilman Huestis: \_\_\_\_\_

VOTE: RESOLUTION CARRIED BY A VOTE OF \_\_\_\_\_ TO \_\_\_\_\_ ABSTAIN \_\_\_\_\_

State of New York     )  
County of Putnam     ) ss:

I, Yolanda D. Cappelli Town Clerk of the Town of Kent, do hereby certify that the above is a true and exact copy of a Resolution adopted by the Town Board of the Town of Kent at a meeting of said Board on \_\_\_\_\_, 2019.

Dated: \_\_\_\_\_, 2019

\_\_\_\_\_  
Yolanda D. Cappelli, Town Clerk

**LOCAL LAW NO. \_\_ OF THE YEAR 2019**

**LOCAL LAW CREATING CHAPTER 68 OF THE TOWN CODE OF KENT TO BE ENTITLED, “FORECLOSURE OF MORTGAGES AND VACANT PROPERTY REGISTRY”; REQUIRING THE REGISTRATION AND MAINTENANCE OF CERTAIN REAL PROPERTY BY MORTGAGEES AND VACANT PROPERTY BY OWNERS;**

**BE IT ENACTED** by the Town Board of the Town of Kent, County of Putnam as follows:

Section 1: Name of Chapter:

This Local Law shall be known as: “FORECLOSURE OF MORTGAGES AND VACANT PROPERTY REGISTRY.

Section 2: Purpose.

WHEREAS, the Town Board desires to protect the public health, safety, and welfare of the citizens of the Town of Kent and maintain a high quality of life for the citizens of the Town through the maintenance of structures and properties in the Town; and

WHEREAS, the Board recognizes properties subject to foreclosure action or foreclosed upon and vacant properties (hereinafter referred to as “Registrable Properties”) located throughout the Town lead to a decline in community and property value; create nuisances; lead to a general decrease in neighborhood and community aesthetic; create conditions that invite criminal activity; and foster an unsafe and unhealthy environment; and

WHEREAS, the Board has already adopted property maintenance codes to regulate building standards for the exterior of structures and the condition of the property as a whole; and

WHEREAS, the Board recognizes that, in the best interest of the public health, safety, and welfare, a more regulated method is needed to discourage Registrable Property Owners and Mortgagees from allowing their properties to be abandoned, neglected or left unsupervised; and

WHEREAS, the Board has a vested interest in protecting neighborhoods against decay caused by Registrable Property and concludes that it is in the best interests of the health, safety, and welfare of its citizens and residents to impose registration requirements of Registrable Property located within the Town to discourage Registrable Property Owners and Mortgagees from allowing their properties to be abandoned, neglected or left unsupervised.

Section 3. Amendment to Town Code.

The Town Board does hereby amend the Town Code by creating Chapter 68, entitled "Foreclosure Mortgages and Vacant Property, Registration Required" to read as follows.

## **CHAPTER 68.**

### **FORECLOSURE OF MORTGAGES AND VACANT PROPERTY REGISTRY.**

#### **Sec. 68-1. PURPOSE AND INTENT.**

It is the purpose and intent of the Board to establish a process to address the deterioration, crime, and decline in value of Town neighborhoods caused by property with foreclosing or foreclosed mortgages located within the Town, and to identify, regulate, limit and reduce the number of these properties located within the Town. It has been determined that Owner-occupied structures are generally better maintained when compared to vacant structures, even with a diligent off-site property Owner. Vacant structures or structures owned by individuals who are economically strained and unable to meet their mortgage obligations are often not properly or diligently maintained, which contribute to blight, declined property values, and have a negative impact on social perception of the residential areas where they are located. It is the Board's further intent to establish a registration program as a mechanism to help protect neighborhoods from becoming blighted through the lack of adequate maintenance of properties that are in Foreclosure or Foreclosed, and to provide a mechanism to avert foreclosure actions through timely intervention, education, or counseling of property Owners.

#### **Sec. 68-2. DEFINITIONS**

The following words, terms, and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning.

***Code Enforcement Officer*** shall mean a person certified by the State of New York as a Code Enforcement Officer, and a duly authorized representative of the Town of Kent.

***Default*** shall mean that the mortgagor has not complied with the terms of the mortgage on the property, or the promissory note, or other evidence of the debt, referred to in the mortgage.

***Enforcement Officer*** shall mean any law enforcement officer, building official, zoning inspector, code enforcement officer, fire inspector, building inspector, or other person authorized by the Town to enforce the applicable code(s).

***Evidence of Vacancy*** shall mean any condition that on its own, or combined with other conditions present, would lead a reasonable person to believe that the property is vacant. Such conditions may include, but are not limited to: overgrown and/or dead vegetation; past due Utility notices and/or disconnected Utilities; accumulation of trash junk or debris; abandoned vehicles, auto parts and/or materials; the absence of furnishings and/or personal items consistent with habitation or occupancy; the presence of an unsanitary, stagnant swimming pool; the accumulation of

newspapers, circulars, flyers and/or mail; statements by neighbors, passers-by, delivery agents or government agents; and/or the presence of boards over doors, windows or other openings in violation of applicable code.

***Foreclosure or Foreclosure Action*** shall mean the legal process by which a Mortgagee, or other lien holder, terminates or attempts to terminate a property Owner's equitable right of redemption to obtain legal and equitable title to the Real Property pledged as security for a debt or the Real Property subject to the lien. The legal process is not concluded until the property obtained by the Mortgagee, lien holder, or their designee, by certificate of title, or any other means, is sold to a non-related bona fide purchaser in an arm's length transaction to satisfy the debt or lien.

***Mortgagee*** shall mean the creditor, including but not limited to, trustees; mortgage servicing companies; lenders in a mortgage agreement; any agent, servant, or employee of the creditor; any successor in interest; or any assignee of the creditor's rights, interests or obligations under the mortgage agreement; or any other person or entity with the legal right to foreclose on the Real Property, excluding governmental entities.

***Owner*** shall mean every person, entity, or Mortgagee, who alone or severally with others, has legal or equitable title to any Real Property as defined by this Chapter; has legal care, charge, or control of any such property; is in possession or control of any such property; is shown to be the owner or owners on the record of the Town of Kent Assessor's Office; and/or is vested with possession or control of any such property. The Property Manager shall not be considered the Owner.

***Property Manager*** shall mean any party designated by the Owner as responsible for inspecting, maintaining and securing the property as required in this Chapter.

***Real Property*** shall mean any residential or commercial land and/or buildings, leasehold improvements and anything affixed to the land, or portion thereof identified by a property parcel identification number, located in the Town limits.

***Registrable Property*** shall mean:

- (a) Any Real Property located in the Town, whether vacant or occupied, that is encumbered by a mortgage subject to an ongoing Foreclosure Action by the Mortgagee or Trustee, has been the subject of a Foreclosure Action by a Mortgagee or Trustee and a Judgement has been entered, or has been the subject of a Foreclosure sale where the title was transferred to the beneficiary of a mortgage involved in the Foreclosure and any properties transferred under a deed in lieu of foreclosure/sale. The designation of a "foreclosure" property as "registrable" shall remain in place until such time as the property is sold to a non-related bona fide purchaser in an arm's length transaction or the Foreclosure Action has been dismissed; or
- (b) Any property that is vacant for more than thirty (30) days or any cancellation of Utility or Service, whichever occurs first.

**Registry** shall mean a web-based electronic database of searchable Real Property records, used by the Town to allow Mortgagees and Owners the opportunity to register properties and pay applicable fees as required in this Chapter.

**Semi-Annual Registration** shall mean six (6) months from the date of the first action that requires registration, as determined by the Town, or its designee, and every subsequent six (6) months. The date of the initial registration may be different than the date of the first action that required registration.

**Utilities and Services** shall mean any utility and/or service that is essential for a building to be habitable and/or perform a service necessary to comply with all Town codes. This includes, but is not limited to, electrical, gas, water, sewer, lawn maintenance, pool maintenance, and snow removal.

**Vacant** shall mean any parcel of land in the Town that contains any building or structure that is not lawfully occupied.

### **Sec. 68-3. APPLICABILITY AND JURISDICTION**

This Chapter applies to Foreclosing, Foreclosed, and Vacant property within the Town of Kent.

### **Sec. 68-4. ESTABLISHMENT OF A REGISTRY**

In accordance with the provisions of Section 68-6 the Town, or its designee, shall establish a registry cataloging each Registrable Property within the Town, containing the information required by this Chapter.

### **Sec. 68-5. INSPECTION AND REGISTRATION OF REAL PROPERTY UNDER FORECLOSURE**

- (a) Any Mortgagee who holds a mortgage on Real Property located within the Town shall perform an inspection of the property upon default by the mortgagor as evidenced by the filing of a Foreclosure Action.
- (b) Property inspected pursuant to subsection (a) above that remains in Foreclosure shall be inspected every thirty (30) days by the Mortgagee or Mortgagee's designee. If an inspection shows a change in the property's occupancy status the Mortgagee shall, within ten (10) days of that inspection, update the occupancy status of the property registration.
- (c) Within ten (10) days of the date any Mortgagee files a Foreclosure Action, the Mortgagee shall register the Real Property with the Town Registry, and, at the time of registration, indicate whether the property is Vacant, and if so shall designate in writing a Property Manager to inspect, maintain, and secure the Real Property subject to the mortgage under

a Foreclosure Action. A separate registration is required for each property under a Foreclosure Action, regardless of whether it is occupied or vacant.

**Sec. 68-6. REGISTRATION REQUIRED.**

- (a) Registration pursuant to this section shall be on a written form provided by the Building Department and shall include the following information supplied by the owner:
  - (1) A description of the premises.
  - (2) The names, mailing address, e-mail address and telephone numbers of the owner or owners.
  - (3) If the owner does not reside within a twenty-five-mile radius of the Town of Kent, the name, mailing address, e-mail address and telephone numbers of any third party with whom the owner has entered into a contract or agreement for property management within a twenty-five-mile radius of the Town of Kent.
  - (4) The name, address, and telephone number of all known lien-holders and all other parties with an ownership interest in the building.
  - (5) A telephone number where a responsible party can be reached at all times during business and nonbusiness hours.
  - (6) A statement whether the building is currently insured by a policy of fire insurance and, if so, the name, address and telephone number of the insurance company and the insurance agent and the amount of coverage. If the building is not currently covered by fire insurance, the owner shall set forth the reason(s) why it is not so covered.
  - (7) A vacant building plan as described in Subsection (d).
- (b) The owner shall submit a vacant building plan which must meet the approval of a Code Enforcement Officer. The plan, at a minimum, must contain information from one of the following three choices for the property:
  - (1) If the building is to be demolished, a demolition plan indicating the proposed time frame for demolition
  - (2) If the building is to remain vacant, a plan for the securing of the building, along with the procedure that will be used to maintain the property and a statement of the reasons why the building will be left vacant.
  - (3) If the building is to be returned to appropriate occupancy or use, a rehabilitation plan for the property. The rehabilitation plan shall not exceed 365 days, unless a Code Enforcement Officer grants an extension upon

receipt of a written statement from the owner detailing the reasons for the extension. Any repairs, improvements, alterations to or demolition of the property must comply with any applicable zoning, housing, historic preservation, or building laws and codes and must be secured as per local code, if applicable, during the rehabilitation.

- (c) In the event that the owner submits a vacant building plan for demolition or rehabilitation of the vacant building, the owner shall obtain the required permits prior to commencement of demolition or rehabilitation.
- (d) All applicable laws and codes shall be complied with by the owner. The owner shall notify a Code Enforcement Officer of any changes in information supplied as part of the vacant building registration within 30 days of the change. If the plan or timetable for the vacant building is revised in any way, the revisions must be in writing and must be approved by a Code Enforcement Officer.
- (e) New owners shall register or re-register the vacant building with Code Enforcement Division within 30 days of any transfer of an ownership interest in a vacant building
- (f) At the time of initial registration each registrant shall pay a non-refundable Semi-Annual Registration fee of five hundred dollars (\$500.00) for each property. Subsequent non-refundable Semi-Annual renewal registrations of properties and fees in the amount of five hundred dollars (\$500.00) are due within ten (10) days of the expiration of the previous registration. Said fees shall be used to offset the costs of: (1) registration and registration enforcement, (2) code enforcement and mitigation related to Defaulted properties, (3) for any related purposes as may be adopted in the policy set forth in this Chapter. Said fees shall be deposited to a special account in the Town's Building Department dedicated to the cost of implementation and enforcement of this Chapter and fulfilling the purpose and intent of this Chapter. None of the funds provided for in this section shall be utilized for the legal defense of Foreclosure Actions.

The first annual fee shall be paid no later than 30 days after the building becomes vacant.

- (g) The following fees are hereby imposed:

<b>Property Type</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Each Subsequent Year</b>
Residential	First unit \$400; each additional unit \$400	First unit \$1,000; each additional unit \$400	First unit \$1,000; each additional unit \$600	First unit \$2,000; each additional unit \$1,000
Commercial	\$2,000 or \$0.20 per square foot, whichever is greater	\$2,500 or \$0.30 per square foot, whichever is greater	\$3,000 or \$0.40 per square foot, whichever is greater	\$5,000 or \$0.50 per square foot, whichever is greater



- (g) If the mortgage and/or servicing on a Registrable Property is sold or transferred, the new Mortgagee is subject to all the terms of this Chapter. Within ten (10) days of the transfer, the new Mortgagee shall register the property or update the existing registration. The previous Mortgagee(s) will not be released from the responsibility of paying all previous unpaid fees, fines, and penalties accrued during that Mortgagee's involvement with the Registrable Property.
- (h) If the Mortgagee sells or transfers the Registrable Property in a non-arm's length transaction to a related entity or person, the transferee is subject to all the terms of this Chapter. Within ten (10) days of the transfer, the transferee shall register the property or update the existing registration. Any and all previous unpaid fees, fines, and penalties, regardless of who the Mortgagee was at the time registration was required, including, but not limited to, unregistered periods during the Foreclosure process, are the responsibility of the transferee and are due and payable with the updated registration. The previous Mortgagee will not be released from the responsibility of paying all previous unpaid fees, fines, and penalties accrued during that Mortgagee's involvement with the Foreclosed Property.
- (i) If the Foreclosing or Foreclosed Property is not registered, or the registration fee is not paid within thirty (30) days of when the registration or renewal is required pursuant to this section, a late fee equivalent to ten percent (10%) of the Semi-Annual Registration fee shall be charged for every thirty-day period (30), or portion thereof, the property is not registered and shall be due and payable with the registration.
- (f) This section shall also apply to properties that have been the subject of a foreclosure sale where title is transferred to the Mortgagee as well as any properties transferred to the Mortgagee under a deed in lieu of foreclosure or by any other legal means.
- (j) Properties subject to this section shall remain subject to the Semi-Annual Registration requirement, and the inspection, security, and maintenance standards of this section as long as the property remains Registrable Property.
- (k) Failure of the Mortgagee and/or property Owner of record to properly register or to modify the registration to reflect a change of circumstances as required by this Chapter is a violation of this Chapter and shall be subject to enforcement by any of the enforcement means available to the Town.
- (l) If any property is in violation of this Chapter the Town may take the necessary action to ensure compliance with and/or place a lien on the property for the cost of the outstanding obligation and any additional cost incurred to the property into compliance.

**Sec. 68-7. INSPECTION AND REGISTRATION OF REAL PROPERTY THAT IS NOT SUBJECT TO A MORTGAGE IN FORECLOSURE.**

- (a) Any Owner of Vacant property located within the Town shall within ten (10) days after the property becomes Vacant, register the Real Property with the Town Registry.

- (b) Initial registration pursuant to this section shall contain, at a minimum the name of the Owner, the mailing address of the Owner, e-mail address, and telephone number of the Owner, and if applicable, the name and telephone number of the Property Manager and said person's address, e-mail address, and telephone number.
- (c) At the time of initial registration each registrant shall pay a non-refundable Semi-Annual Registration fee of five hundred dollars (\$500.00) for each Vacant property. Subsequent non-refundable Semi-Annual renewal registrations of Vacant properties and fees in the amount of five hundred dollars (\$500.00) are due within ten (10) days of the expiration of the previous registration. Said fees shall be used to offset the costs of: (1) registration and registration enforcement, (2) code enforcement and mitigation related to Vacant properties, and (3) for any related purposes as may be adopted in the policy set forth in this Chapter. Said fees shall be deposited to a special account in the Town's Department dedicated to the cost of implementation and enforcement of this local law, and fulfilling the purpose and intent of this Chapter.
- (d) If the property is sold or transferred, the new Owner is subject to all the terms of this Chapter. Within ten (10) days of the transfer, the new Owner shall register the Vacant property or update the existing registration. The previous Owner(s) will not be released from the responsibility of paying all previous unpaid fees, fines, and penalties accrued during that Owner's involvement with the Vacant property.
- (e) If the Vacant property is not registered, or either the registration fee or the Semi-Annual Registration fee is not paid within thirty (30) days of when the registration or Semi-Annual Registration is required pursuant to this section, a late fee shall be equivalent to ten percent (10%) of the Semi-Annual Registration fee shall be charged for every thirty (30) day period, or portion thereof, the property is not registered and shall be due and payable with the registration. This section shall apply to the initial registration and registrations required by subsequent Owners of the Vacant property.
- (f) Properties subject to this section shall remain subject to the Semi-Annual Registration requirement, and the inspection, security, and maintenance standards of this section as long as the property is Vacant.
- (g) Failure of the Owner to properly register or to modify the registration to reflect a change of circumstances as required by this local law is a violation of this Chapter and shall be subject to enforcement by any of the enforcement means available to the Town.
- (h) If any property is in violation of this Chapter the Town may take the necessary action to ensure compliance with and place a lien on the property for the cost of the outstanding obligation and any additional cost incurred to the property into compliance.
- (i) Properties registered as a result of this section are not required to be registered again pursuant to the Foreclosure mortgage property section.

#### **Sec. 68-8. EXEMPTIONS FROM REGISTRATION REQUIREMENTS.**

A building which has suffered fire damage or damage caused by extreme weather events shall be exempt from the registration requirement for a period of 180 days (or that time required to settle an active insurance claim) after the date of the fire or extreme weather event, if the property owner submits a request for exemption, in writing, to the Building Inspector. This request shall include the following information supplied by the owner:

- (a). A description of the premises.
- (b) The names and address of the owner or owners.
- (c) A statement of intent to repair and reoccupy the building in an expedient manner, or the intent to demolish the building.

#### **Sec. 68-9. MAINTENANCE REQUIREMENTS**

- (a) In addition to the conditions set forth in Chapter \_\_\_\_ of the town Code regarding Property Maintenance, properties subject to this chapter shall be kept free of weeds, overgrown brush, dead vegetation, trash, junk, debris, building materials, any accumulation of newspaper circulars, flyers, notices, except those required by federal, state or local law, discarded personal items including, but not limited to, furniture, clothing, large and small appliances, printed material, or any other items that give the appearance that the property is abandoned.
- (b) Registrable Property shall be maintained free of graffiti or similar markings by removal or painting over with an exterior grade paint that matches the color of the exterior structure.
- (c) Front, side, and rear yards, including landscaping, of Registrable Property shall be maintained in accordance with the applicable code(s) at the time registration is required.
- (d) Registrable yard maintenance shall include, but not be limited to, grass, ground covers, bushes, shrubs, hedges or similar plantings, decorative rock or bark or artificial turf/sod. Acceptable maintenance of yards and/or landscape shall not include weeds, gravel, broken concrete, asphalt or similar material.
- (e) Maintenance shall include, but not be limited to, watering, irrigation, cutting and mowing of required ground cover or landscape and removal of all trimmings.
- (f) Pools and spas of shall be maintained so the water remains free and clear of pollutants and debris and shall comply with the regulations set forth in the applicable code(s).

- (g) Failure of the Mortgagee, Owner, and transferees to properly maintain the property as required by this Chapter may result in a violation of the applicable code(s) and issuance of a citation or notice of violation in accordance with the applicable code of the Town. Pursuant to a finding and determination by the Town Sheriff, Magistrate or a court of competent jurisdiction, the Town may take the necessary action to ensure compliance with this section.

## **Sec. 68-10. SECURITY REQUIREMENTS**

- (a) Properties subject to these Sections shall be maintained in a secure manner so as not to be accessible to unauthorized persons.
- (b) A “secure manner” shall include, but not be limited to, the closure and locking of windows, doors, gates and other openings of such size that may allow a child to access the interior of the property or structure. Broken windows, doors, gates, and other openings of such size that may allow a child to access the interior of the property or structure must be repaired. Broken windows shall be secured by re-glazing of the window.
- (c) If a property is Registrable, and the property has become vacant or blighted, a Property Manager shall be designated by the Mortgagee and/or Owner to perform the work necessary to bring the property into compliance with the applicable code(s), and the Property Manager must perform regular inspections to verify compliance with the requirements of this Chapter, and any other applicable laws.
- (d) In addition to the above, the property is required to be secured in accordance with the applicable code(s) of the Town.
- (e) When a property subject to this Chapter becomes Vacant, it shall be posted with the name and twenty-four (24) hour contact telephone number of the Property Manager. The Property Manager shall be available to be contacted by the Town Monday through Friday between 9:00 a.m. and 5:00 p.m., legal holidays excepted. The sign shall be placed in a window facing the street and shall be visible from the street. The posting shall be no less than eighteen (18) inches by twenty-four (24) inches and shall be of a font that is legible from a distance of forty-five (45) feet. The posting shall contain the following language with supporting information:

THIS PROPERTY IS MANAGED BY \_\_\_\_\_.  
AND IS INSPECTED ON A REGULAR BASIS. \_\_\_\_\_.  
THE PROPERTY MANAGER CAN BE CONTACTED \_\_\_\_\_.  
BY TELEPHONE AT \_\_\_\_\_.  
OR BY EMAIL AT \_\_\_\_\_.

- (f) The posting required in subsection (e) above shall be placed on the interior of a window facing the street to the front of the property so that it is visible from the street, or secured

to the exterior of the building/structure facing the street to the front of the property so that it is visible from the street or if no such area exists, on a stake of sufficient size to support the posting in a location that is at all times visible from the street to the front of the property but not readily accessible to vandals. Exterior posting shall be constructed of and printed with weather-resistant materials.

- (g) Failure of the Mortgagee and/or property Owner of record to properly inspect and secure a property subject to this Chapter, and post and maintain the signage noted in this section, is a violation and shall be subject to enforcement by any of the enforcement means available to the Town. The Town may take the necessary action to ensure compliance with this section, and recover costs and expenses in support thereof.

#### **Sec. 68-11. PROVISIONS SUPPLEMENTAL**

The provisions of this Chapter are cumulative with and in addition to other available remedies. Nothing contained in this Chapter shall prohibit the Town from collecting on fees, fines, and penalties in any lawful manner; or enforcing its codes by any other means, including, but not limited to, injunction, abatement, or as otherwise provided by law or local law

#### **Sec. 68-12. PUBLIC NUISANCE**

All Registrable Property is at risk of being a public nuisance and if vacant or blighted can constitute a public nuisance, the abatement of which pursuant to the police power is hereby declared to be necessary for the health, welfare, and safety of the residents of the Town.

#### **Sec. 68-13. ADDITIONAL AUTHORITY**

- (a) If the Enforcement Officer has reason to believe that a property subject to the provisions of this Chapter is posing a serious threat to the public health, safety, and welfare, the code Enforcement Officer may temporarily secure the property at the expense of the Mortgagee or Owner, and may bring the violations before the code enforcement, Board or special magistrate as soon as possible to address the conditions of the property. Nothing herein shall limit the Town from abating any nuisance or unsafe condition by any other legal means available to it.
- (b) The Sheriff, code enforcement, Board or Justice Court shall have the authority to require the Mortgagee or Owner affected by this section, to implement additional maintenance and/or security measures including, but not limited to, securing any and all doors, windows or other openings, employment of an on-site security guard or other measures as may be reasonably required to help prevent further decline of the property.
- (c) If there is a finding that the condition of the property is posing a serious threat to the public health, safety, and welfare, then the Sheriff, code enforcement, Board or Justice Court may

direct the Town to abate the violations and charge the Mortgagee or Owner with the cost of the abatement.

- (d) If the Mortgagee or Owner does not reimburse the Town for the cost of temporarily securing the property, or of any abatement directed by the Sheriff, code enforcement officer, code enforcement, Board or Justice Court, within thirty (30) days of the Town sending the Mortgagee or Owner the invoice then the Town may lien the property with such cost, along with an administrative fee as determined in the Town's fee local law to recover the administrative personnel services. In addition to filing a lien the Town may pursue financial penalties against the Mortgagee or Owner.
- (e) The Town may contract with an entity to implement this Chapter, and, if so, any reference to the Enforcement Officer herein shall include the entity the Town contract with for that purpose.

#### **Sec. 68-14. OPPOSING, OBSTRUCTING ENFORCEMENT OFFICER; PENALTY**

Whoever opposes obstructs or resists any Enforcement Officer or any person authorized by the enforcement office in the discharge of duties as provided in this chapter shall be punishable as provided in the applicable code(s) or a court of competent jurisdiction.

#### **Sec. 68.15 IMMUNITY OF ENFORCEMENT OFFICER**

Any Enforcement Officer or any person authorized by the Town to enforce the sections here within shall be immune from prosecution, civil or criminal, for reasonable, good faith entry upon Real Property while in the discharge of duties imposed by this Chapter.

#### **Sec. 68-16. PENALTIES**

Unless otherwise provided for in this Chapter, a violation of this Chapter is declared unlawful.

#### **Sec. 68-17. AMENDMENTS**

Registration fees and penalties outlined in this Article may be modified by resolution, administrative order, or an amendment to this Article, passed and adopted by the Board.

#### **Sec. 68-18. Severability .**

If any part or provision of this local law or the application thereof to any person or circumstance be adjudged invalid by any court of competent jurisdiction, such judgment shall be confined in its operation to the part or provision or application directly involved in the controversy in which such judgment shall have been rendered and shall not affect or impair the validity of the remainder of

this local law or the application thereof to other persons or circumstance, and the Town Board of the Town of Kent hereby declares that it would have passed this local law or the remainder thereof had such invalid application or invalid provision been apparent.

Section 2: Effective Date.

This local law shall take effect immediately upon filing in the Office of the New York State Secretary of State in accordance with Section 27 of the Municipal Home Rule Law.

Dated: \_\_\_\_\_, 2020

BY THE ORDER OF THE TOWN BOARD  
TOWN OF KENT

**Tamara Harrison**

---

**Subject:** FW: Windows 7 EOL UPDATED  
**Attachments:** WIN7EOLUPDATED.pdf

**From:** Richard Harris  
**Sent:** Monday, December 16, 2019 10:36 AM  
**To:** Maureen Fleming <[mfleming@townofkentny.gov](mailto:mfleming@townofkentny.gov)>  
**Cc:** Paul Denbaum <[pdenbaum@townofkentny.gov](mailto:pdenbaum@townofkentny.gov)>; Jamie McGlasson <[jmcglasson@townofkentny.gov](mailto:jmcglasson@townofkentny.gov)>; William Huestis <[bhuestis@townofkentny.gov](mailto:bhuestis@townofkentny.gov)>; Christopher Ruthven <[cruthven@townofkentny.gov](mailto:cruthven@townofkentny.gov)>  
**Subject:** Windows 7 EOL UPDATED

Good Morning All -

Attached Please find an UPDATED version of the Windows End Of Life Proposal. I was asked to do a Hardware Inventory and Upgrade any PC's that were made after 2016. The findings are in the document. Bottom Line it saves \$1,940.87. If this could be voted on Tuesday 12/17/19? as this is the last meeting before the end of 2019. I need to take delivery on the Hardware by 12/31/19 to be able to use the \$2,000.00 in my equipment budget that is left from 2019.

Thanks  
Rich

Richard Harris  
IT Consultant to the Town of Kent  
O: 845-306-5594

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



To : Maureen Fleming, Paul Denbaum, Jamie McGlasson, Bill Huestis, Chris Ruthven, Yulia Kelly

From: Richard Harris

RE: Windows 7 End of Life UPDATED

Microsoft support for Windows 7 Pro will end on January 14, 2020. If we continue to use Windows 7 after support has ended, the PC's will work, but they will become more vulnerable to security risks and viruses. The PC's will continue to start and run, but Microsoft will no longer provide technical support, software updates, or security updates. Microsoft recommends that the PC's be upgraded to Windows 10 Pro. This upgrade would need to be performed for 24 Town Hall PC's and 7 Highway PC's for a total of 31 PC's.

I was asked to perform a Hardware inventory to determine if there were any PC's that we could upgrade rather than Purchase them outright. The Criteria used was any PC NOT older than 2017. I have changed the numbers and pricing below to reflect the new count.

Original				NEW			
DEPT	PC	Cost		Dept	PC	Cost	
LCPD	1	\$ 513.88		LCPD	1	\$ 513.88	
Finance	2	\$ 1,027.76		Finance	2	\$ 1,027.76	
Tax Rcvr	2	\$ 1,027.76		Tax Rcvr	2	\$ 1,027.76	
Tamara	1	\$ 513.88		Tamara	1	\$ 513.88	
Town Clerk	4	\$ 2,055.52		Town Clerk	3	\$ 1,541.64	Upgrade
Records	1	\$ 513.88		Records	1	\$ 513.88	
Recreation	3	\$ 1,541.64		Recreation	4	\$ 2,055.52	Ryan's
Assessor	3	\$ 1,541.64		Assessor	2	\$ 1,027.76	Field
IT	1	\$ 513.88		IT	0	\$ -	Upgrade
Bldg Dept	4	\$ 2,055.52		Bldg Dept	4	\$ 2,055.52	
Planning	1	\$ 513.88		Planning	0	\$ -	Upgrade
Mun. Repairs	2	\$ 1,027.76		Mun. Repairs	1	\$ 513.88	Laptop
Mun. Repairs	1	\$ 513.88		Mun. Repairs	0	\$ -	Jackie
Highway	5	\$ 2,569.40		Highway	6	\$ 3,083.28	Upgrade
	31	\$ 15,930.28			27	\$ 13,874.76	301 PC
				Memory	5	\$ 114.65	
TOTALS		\$ 15,930.28				\$ 13,989.41	
TOTAL SAVINGS		\$ 1,940.87					

I have formulated three options to accomplish this upgrade:

**OPTION 1:**

Upgrade existing PC's with the following:

A 250GB solid state SATA Hard Drive	\$0.00 Each PC
4GB of additional memory	\$22.93 Each PC
Windows 10 Pro License for Installation	\$0.00 Each PC

This would total \$22.93 for 5 PC's at a total cost of \$114.65 . However, we would still have the same PC's we currently have and are at risk for failure on other components internal to the PC. (Motherboard, Network card, Drive Controllers etc..) This option would also require that the user would be without their PC while I install the hardware, Load Windows 10, and install MS-Office and whatever software that is unique to each user.

**OPTION 2:**

Order 27 HP ProDesk 405 G4 PC's 8 GB RAM, 256GB SSD HDD	\$496.43 Each PC
Order 27 Displayport to VGA Adapters	\$ 17.56 Each PC

This would total \$513.99 for 27 PC at a total cost of \$13,874.76. Keep in mind that this option has Windows 10 Pro pre-installed and would allow the user to use their Windows 7 PC while I install MS-Office and whatever software that is unique to each user. The Displayport to VGA adapters will be used to attach our current monitors to the PC's to avoid Monitor costs.

**Option 3:**

Order 31 Dell Optiplex 3000 PC's 8GB RAM, 256GB SSD HDD	\$889.98 Each PC
Order 31 Displayport to VGA Adapters	\$ 17.81 Each PC

This would total \$907.99 for each PC at a total cost of \$28,141.49. This option also has Windows 10 Pro pre-installed and would allow the user to use their Windows 7 PC while I install MS-Office and whatever software that is unique to each user. The Displayport to VGA adapters will be used to attach our current monitors to the PC's to avoid Monitor costs.

I am recommending Option 2.

The combined (Option 1 and 2) Cost for the 5 Upgrades and 27 PC's will be \$13,989.41 as compared to the original proposal of \$15,930.28. This represents a savings of \$1,940.87

I will also be deploying "User level" permissions simultaneously with the deployment of each PC. Currently, Under Windows 7 the users are running Administrative Rights. Under Windows

10 they will be running Standard User level Rights. Please see the explanation of these rights below:

The **Administrator** type allows complete control, which means that users can change settings globally, install apps, run elevated tasks, and do pretty much anything else.

On the other hand, the **Standard User** account type is more restrictive. Users with this type of account can work with apps, but they're not allowed to install new applications. If an app requires elevation, they'll need administrative credentials to complete the task. This also applies to Hardware installations as well.

**Standard User** Accounts is a requirement of the New York State Comptrollers office that needs to be completed. Once deployment of the Windows 10 PC's is complete, I will be deploying our web blocking software. Currently users have complete access to the internet without restriction. Under the web blocking software users will be restricted to web sites that they will need to do their job.

I have spoken to Yulia Kelly regarding cost and payment for this project. The IT Equipment budget currently has approximately \$2,000.00 left for 2019. This could be used to help with the cost of the project, provided I take delivery on the equipment prior to December 31, 2019. This would bring the cost of the combined Option 1 and 2 to \$11,989.41. In speaking with Yulia, This can be taken from the General Fund as it is a one time cost that needs to be done. I will be happy to answer any questions regarding this project, either individually or in Executive session. I would rather not discuss this project in an open forum as it relates to Network Security.

Thanks Richard Harris

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



(1)



## Crucial - DDR4 - 4 GB - SO-DIMM 260-pin - unbuffered

Mfg.Part: CT4G4SFS8266 | CDW Part: 5270225 | UNSPSC: 32101602

Availability: In Stock

Get it Thursday, October 17 to [10512](#)  
if ordered within 4 hrs 33 mins.

**\$22.93** MARKET

### Product Details

- DDR4
- 4 GB
- SO-DIMM 260-pin
- 2666 MHz / PC4-21300
- CL19
- 1.2 V
- unbuffered

## Product Overview

### Main Features

- DDR4
- 4 GB
- SO-DIMM 260-pin
- 2666 MHz / PC4-21300
- CL19
- 1.2 V
- unbuffered
- non-ECC

Boost the performance of your system with the Crucial DDR4 RAM. This SO-DIMM 260-pin memory module helps in reducing the data errors and increases overall system reliability. It controls the flow of data within the system and directs data commands and also features a latency of CL19 for enhanced reliability. This 4 GB RAM with a memory speed of 2666 MHz provides faster system responsiveness.

# QUOTE CONFIRMATION



DEAR RICHARD HARRIS,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
LBGR876	11/12/2019	LBGR876	8320450	\$14,396.47

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<a href="#">HP ProDesk 405 G4 - mini desktop - Ryzen 5 Pro 2400GE 3.2 GHz - 8 GB - 256</a> Mfg. Part#: 6VC52UT#ABA Contract: MARKET	29	5808270	\$496.43	\$14,396.47

PURCHASER BILLING INFO		SUBTOTAL	\$14,396.47
<b>Billing Address:</b> TOWN OF KENT ACCTS PAYABLE 25 SYBILS XING *** NEEDS VOUCHERS*** KENT LAKES, NY 10512-4744 <b>Phone:</b> (845) 225-4600 <b>Payment Terms:</b> Net 30 Days-Govt State/Local		SHIPPING	\$0.00
		SALES TAX	\$0.00
		<b>GRAND TOTAL</b>	<b>\$14,396.47</b>
<b>DELIVER TO</b> <b>Shipping Address:</b> TOWN OF KENT RICHARD HARRIS 25 SYBILS XING *** NEEDS VOUCHERS*** KENT LAKES, NY 10512-4744 <b>Phone:</b> (845) 225-4600 <b>Shipping Method:</b> UPS Freight LTL, Dock to Dock		<b>Please remit payments to:</b> CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	

Need Assistance? CDW•G SALES CONTACT INFORMATION			
	Matt Battista	(866) 613-1133	mattbat@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdw.com/content/terms-conditions/product-sales.aspx>  
For more information, contact a CDW account manager

© 2019 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239



# QUOTE CONFIRMATION



DEAR RICHARD HARRIS,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
LBKP905	11/14/2019	LBKP905	8320450	\$509.24

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<a href="#">Tripp Lite Displayport to VGA Active Cable Adapter DP to VGA M/F 6in 6"</a>	29	2230570	\$17.56	\$509.24
Mfg. Part#: P134-06N-VGA UNSPSC: 43201552 Contract: NY OGS Tripp Lite PM20990 IT Umbrella (PM20990)				

PURCHASER BILLING INFO			
<b>Billing Address:</b> TOWN OF KENT ACCTS PAYABLE 25 SYBILS XING *** NEEDS VOUCHERS*** KENT LAKES, NY 10512-4744 <b>Phone:</b> (845) 225-4600 <b>Payment Terms:</b> Net 30 Days-Govt State/Local		<b>SUBTOTAL</b>	\$509.24
		<b>SHIPPING</b>	\$0.00
		<b>SALES TAX</b>	\$0.00
		<b>GRAND TOTAL</b>	<b>\$509.24</b>
DELIVER TO		<b>Please remit payments to:</b>  CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	
<b>Shipping Address:</b> TOWN OF KENT RICHARD HARRIS 25 SYBILS XING *** NEEDS VOUCHERS*** KENT LAKES, NY 10512-4744 <b>Phone:</b> (845) 225-4600 <b>Shipping Method:</b> UPS Ground (2 - 3 day)			

## Need Assistance? CDW•G SALES CONTACT INFORMATION



Matt Battista

(866) 613-1133

mattbat@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdw.com/content/terms-conditions/product-sales.aspx>  
For more information, contact a CDW account manager

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## QUOTE

Magna5 MS LLC

3001 Dallas Parkway, Suite 610, Frisco, TX 75034  
t. 844-4MAGNA5 f. 412-489-5875

Send signed quotes to OrdersIT@Magna5Global.com or by  
fax to 412-489-5875.

**Sales Rep**

Mike Reynolds

**No.**

365Q6065

**Date**

Oct 25, 2019

**SE**

Insert Name

### Sold To

**Town of Kent, New York**  
Richard Harris  
25 Sybil's Crossing  
Kent Lakes, New York 10512

**Phone** (845) 225-3943

Auto 16358

### Ship To

**Town of Kent, New York**  
Richard Harris  
25 Sybil's Crossing  
Kent Lakes, New York 10512

**Phone** (845) 225-3943

Line	Qty	Part Number	Description	Unit Price	Ext. Price
1	27	W7XP4	Dell OptiPlex 3000 3070 Desktop Computer - Core i5 i5-9500T - 8 GB RAM - 256 GB SSD - Micro PC - Windows 10 Pro 64-bit - Intel - Wireless LAN - Bluetooth	\$889.98	\$24,029.46
2	27	P134-06N-VGA	Tripp Lite 6in DisplayPort to VGA Adapter Active Converter DP to VGA M/F 6" - DP2VGA 1920x1200/1080P (M/F) 6-in.	\$17.81	\$480.87
<b>SubTotal</b>					\$24,510.33
<b>Tax</b>					\$0.00
<b>Total</b>					<b>\$24,510.33</b>

Unless otherwise noted, all prices and descriptions are subject to change without notice. Standard freight is not included in this quotation and may be added to the final invoice. Charges for expedited freight and/or extra fees due to unusual size of products are not included and will be invoiced separately. Title and risk of loss transfer to Buyer upon delivery of Products to the carrier. If Buyer directs Magna5 MS LLC to bill transportation to a third-party account number or to ship 'freight collect', Buyer is responsible for all transportation and accessorial charges associated with the order, and is responsible for product loss and damage in transit claims with the Buyer's carrier. Standard Payment Terms for this quotation are 50% due upon execution with the remaining 50% due upon delivery, unless otherwise specified in writing prior to order. For all Expedited Orders, Buyer will be invoiced 100% due upon execution. Payment terms may be modified based on credit review. Any project services which accompany quoted product will commence once invoice is 'paid in full'. A late fee of 1.5% will apply to past due invoices. Manufacturer return policies vary from product to product. Products cannot be returned if opened or if the product is a result of a custom configuration from Manufacturer. Please check with your sales representative prior to ordering for specific product return policies. Information provided in the quotation is proprietary and may not be copied or released other than for the express purpose of selection/purchase without the express written consent of Magna5 MS LLC. Tax quoted (if listed) shall be considered as "estimate only" based on information provided in this quotation. Tax will only be invoiced by Supplier for products and services delivered to a Customer's location(s) in States where Supplier is required to remit tax. Customer may be liable for tax even if Supplier is not required to remit tax. If there are any questions regarding tax liabilities, please consult your tax advisor.

Signed \_\_\_\_\_

P.O. # \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_



**Tamara Harrison**

---

**From:** Accountant  
**Sent:** Monday, December 16, 2019 12:28 PM  
**To:** Maureen Fleming  
**Cc:** Tamara Harrison  
**Subject:** Fw: SecureCheck Software For Windows 10 (and newer Servers too)  
**Attachments:** SC9 Upgrade Features and Pricing Jan2018 (3).pdf

Hi Maureen,

In light of the upgrade to Windows 10, we will be forced to upgrade our check printing software because the current version is not compatible with windows 10. As per attachment we will need to upgrade to SC9 basic. The one-time upgrade fee is \$1,495 and the annual maintenance is \$310. We are actually going to be saving money going forward because our current annual maintenance fee is \$835. Please include this on the agenda for tomorrow night.

Also, as the e-mail below explains we can get a 10% discount on the upgrade if we order it before 12/23/2019.

Thank you,  
Yulia

---

**From:** Mike Brown <mike.brown@aptechnology.com>  
**Sent:** Thursday, December 5, 2019 2:00 PM  
**To:** Accountant <accountant@townofkentny.gov>  
**Subject:** SecureCheck Software For Windows 10 (and newer Servers too)

**TOWN OF KENT NOTICE**

THIS EMAIL IS FROM AN EXTERNAL SENDER!

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

Hi Yulia,

Hope all is well as we look forward to 2020.

Please think about if you'll need SecureCheck to run on modern Windows 10 machines or newer Servers anytime in the future... and if so, please consider prompting your project before the end of 2019.

We can discount the project 10% if prompting before end of 2019! We're closed between Christmas and New Year, so it'll have to be prompted by 12/23 or so.

SC9 paths available are attached. This is the project we've had on the radar the last few years.

Thanks for your help!

Sincerely,



**Mike Brown / Area Sales Manager**

[mike.brown@aptechnology.com](mailto:mike.brown@aptechnology.com)

Office: [760.602.5417](tel:760.602.5417) | Fax: [760.930.6281](tel:760.930.6281)

[www.aptechnology.com](http://www.aptechnology.com) / <https://checkrun.com/>

**AP Technology. Changing the World of Payments. *Again.***

## Legacy SecureCheck 9 Upgrade Features and Pricing

Feature	Basic	Standard	Premium
<i>Upgrade Price</i>	\$1,495	\$2,495	\$3,495
<i>Annual Maintenance Cost</i>	\$310	\$625	varies
<i>Windows 10 Compatibility</i>	✓	✓	✓
<i>Event Notifications</i>	-	✓	✓
<i>Multi-Level User Permissions</i>	✓	✓	✓
<i>Enhanced Sorting</i>	✓	✓	✓
<i>Improved Reporting</i>	✓	✓	✓
<i>Improved Event Log</i>	✓	✓	✓
<i>Continuous Updates</i>	n/a	n/a	n/a
<i>Signatures Included</i>	1	2	4
<i>Logos Included</i>	1	2	4
<i>Workstations Included</i>	1	2	5
<i>Printers Included</i>	1	2	4
<i>Form Outlines Included</i>	1	2	4
<i>Legacy Workflow</i>	-	-	✓
<i>Legacy Secure Imaging</i>	-	-	✓
<i>Legacy Manual Checks</i>	-	-	✓

**2019**  
**Complete DOT Program Agreement**

ID 2209

7

Partners in Safety Inc. under the terms and conditions of this agreement shall provide drug and alcohol testing services to the Employer that meet the compliance requirements of the U.S. Department of Transportation as defined in 49 CFR Part 40 and Part 382 and your individual policy.

**Complete DOT Program:**

\$47.00 per Employee per year

**Includes:**

- All random drug tests performed by SAMSHA-certified lab
- All random alcohol tests using approved evidential breath testing device
- GC/MS Confirmation
- Medical Review Officer service
- Specimen Collection
- Overnight shipment of specimen
- Random selection of employees
- Record Management
- Internet Resulting/Updating
- Collection Site Management
- DOT Audit Assistance
- MIS Reports
- Monthly Billing
- Medical facility invoicing & payment processing
- Consultation with medical professionals

**Additional Charges:**

**(Pre-employment, post-accident, reasonable cause or follow-up tests performed during normal business hours). Please note: The use of non-approved medical facilities may result in additional fees.**

DOT drug test at lab or offices of Partners In Safety: \$ 48.00 per test

DOT drug test with collection performed at an approved walk-in medical facility: \$ 88.00 per test

Return-to-Duty/Follow-Up drug test including observed specimen collection performed at:

- offices of Partners In Safety: \$ 78.00 per test
- approved walk-in medical facility: \$ 108.00 per test

DOT Breath Alcohol test at offices of Partners In Safety: \$ 38.00 per test

DOT Breath Alcohol test at an approved walk-in medical facility: \$ 60.00 per test

DOT/19A physical performed at offices of Partners In Safety: \$ 65.00 per person

Split Specimen Testing - re-test of positive specimen by another SAMHSA-certified lab: (only when requested by employee within 72 hours of MRO's notification) \$ 250.00 per test

Emergency Service: (for special situations requiring urgent on-site collections or tests on nights, weekends or holidays) \$ 160.00 per hour (minimum of 2 hours, plus the cost of the test)

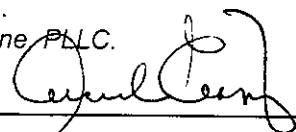
On-site medical services available upon request, minimum volume required.

Professional medical services are provided by *Partner in Safety and Medicine, PLLC.*

Signature and Title \_\_\_\_\_

Client: \_\_\_\_\_ Town of Kent

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

  
\_\_\_\_\_  
Ursula Clancy, President  
Partners In Safety, Inc.

## Standby Power Maintenance Agreement

### Customer Info

Town of Kent  
Tamara Harrison  
25 Cybil's Crossing  
Kent, NY 10512

### Agreement Prepared by

Mark Intoccia  
973-614-0091  
MIntoccia@Genserveinc.com  
Fairfield

**Agreement #:** AAAQ44815

**Contract Start:** 12/1/2019

**Contract Term:** see below

Please select one:

One (1) Year (requires yearly renewal)

Three (3) Years\* (Locks in price for 3 years) \_\_\_\_\_ \*BEST DEAL

\* No fee for early termination

GenServe is to provide the Customer with the periodic maintenance service for the following listed equipment.  
GenServe agrees to provide and arrange for said maintenance service.

Make	Model	Generator/Eng S/N	KW Rating	Times per Year	Service Type	Unit Price	Ext. Price
Cummins	QSL9G2	733225948	Town Hall	1	A Service	\$850.00	\$850.00
				1	B Service	\$275.00	\$275.00
Generac	3552120100	2074365	Police Dept	1	A Service	\$720.00	\$720.00
				1	B Service	\$250.00	\$250.00
Cummins	QSB5G3	Onan DSFAE	Highway Dept	1	A Service	\$680.00	\$680.00
				1	B Service	\$250.00	\$250.00
Guardian	0044563	4291679	Highway Dept Rt 301	1	A Service	\$400.00	\$400.00
				1	B Service	\$220.00	\$220.00
Cummins	QSB5G3	72010678	Water Dept	1	A Service	\$680.00	\$680.00
				1	B Service	\$250.00	\$250.00
Cummins	4BT3.3	72010060	Water Dept	1	A Service	\$680.00	\$680.00
				1	B Service	\$250.00	\$250.00
Cummins	4BT3.3	72010081	Water Dept	1	A Service	\$680.00	\$680.00
				1	B Service	\$250.00	\$250.00
			2 Switches	1	ATS Service	\$540.00	\$540.00

Make	Model	Generator/Eng S/N	KW Rating	Times per Year	Service Type	Unit Price	Ext. Price
					* Customer will pay GenServe the Total amount for "A" Service:		\$4,690.00
					* Customer will pay GenServe the Total amount for "B" Service:		\$1,745.00
					* Customer will pay GenServe the Total amount for Load Bank Service:		\$0.00
					* Customer will pay GenServe the Total amount for ATS Service:		\$540.00
					Sales Tax:		\$0.00

<b>Total Annual Maintenance:</b>	<b>\$6,975.00</b>
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*Sales tax will be charged where applicable.*





All Invoices are due and payable within thirty days of receipt. A Credit Card Authorization form is attached and needs to be filled out if that is your preferred method of payment. Card will be charged after each service is performed.

See attached Preventative Maintenance Checklist for complete listing of services rendered and for contract Terms and Conditions.

Additional repairs that are found while performing the A or B service will be brought to the Customer's attention. GenServe will make such repairs only at the Customer's request. All such repairs will be invoiced separately at standard rates and prices for parts and labor.

GenServe shall notify the Customer prior to entering upon premises. Customer shall give GenServe access to the equipment for the purpose of performing maintenance service.

GenServe shall provide the Customer a complete written report of all work performed, as well as, conditions found. Copies of all lubricating oil, coolant and fuel oil analysis shall also be provided as requested.

GenServe is available to provide Customer with twenty-four (24) hour emergency service. Emergency phone numbers will be made available. These services are NOT included in this Maintenance Agreement and will be billed at our current labor rates

GenServe is an Equal Opportunity Employer.

In witness whereof, the parties have caused this Agreement to be duly executed and delivered by their power and duly authorized officers as of the day and year first above written.

**GenServe, Inc.**

**By:** Mark Intoccia

**Date:** 12/6/2019

**Town of Kent**

**By:**

**Date:**

**Branch Office**  
341 Kaplan Drive  
Fairfield, NJ 07004  
973.614.0091

**Corporate Office**  
100 Newtown Road  
Plainview, NY 11803  
631.435.0437

**Branch Office**  
115 Twinbridge Drive  
Pennsauken, NJ 08110  
856.768.2367





## TERMS AND CONDITIONS

1. **GENERAL** - Any purchase order submitted in response to this proposal shall become a binding agreement between the parties only after a duly authorized officer of GenServe Inc. (GENSERVE INC.), formally accepts said purchase order, in all respects, in writing. Any modification of an accepted purchase order must be mutually agreed upon in writing. GENSERVE INC. reserves the right to adjust prices for modifications, alterations or changes authorized or ordered by the Customer. Any purchase order submitted by Customer shall be subject to all terms and conditions as provided herein except as the parties may otherwise agree in writing. GENSERVE INC. Shall not be responsible for any Work (as defined in GENSERVE INC. Proposals herein) or services claimed to be rendered on its behalf, unless said services were performed by GENSERVE INC. employee or agents, or were authorized in writing by GENSERVE INC. to be performed by a third party.
2. **TERMS OF AGREEMENT** - An agreement, when resulting from this proposal shall remain in force for time stipulated on acceptance portion of contract, or as required by type of work performed. GENSERVE INC. reserves the right to review and/or reject proposal if not accepted by customer within 45 days of date of proposal.
3. **PAYMENT TERMS** - Payment terms are net cash or credit which is extended to certain pre-approved accounts. Approved account payment terms are on a net thirty (30) day basis beginning at the date of invoice, and payment must be made in full and without set-off or deduction. Interest will be charged at the rate of one and one half percent (1 1/2%) per month to balances due over thirty (30) days and will be added to unpaid balances until payment is received by GENSERVE INC. If payment is not received by due date, GENSERVE INC. reserves the right to terminate or suspend this agreement.
4. **TAXES** - Sales and use taxes or any other federal, state, or local taxes which GENSERVE INC. may be required to pay in connection with this agreement or any purchase order, where applicable, will be billed in addition to the prices set forth herein. It is Customer's responsibility to provide GENSERVE INC. with adequate evidence of any tax exemption, or other reason for non-liability for such taxes.
5. **WORKMANSHIP** - GENSERVE INC. warrants that it shall provide professional and technical service, including labor, materials, supplies, equipment, transportation and supervision, necessary to perform the Work as stated in this agreement. GENSERVE INC. warrants to Customer that it will provide skilled and competent personnel to perform the Work under this agreement, so that all the Work performed herein will be performed in a good and workmanlike manner in accordance with industry standards. GENSERVE INC.'s sole obligation under such warranties shall be to make such changes and corrections with respect to its Work reported to us within 90 days of the date on which GENSERVE INC. completed such services; provided, however, that such warranties shall be void and of no effect if the equipment which is the subject of any Work performed by GENSERVE INC. has been used or operated in any manner or in any environment not consistent with the intended purpose, or modified or repaired in any manner which adversely affects the operation or reliability thereof or if any equipment or other material utilized therein is used contrary to manufacturer's instructions or used by persons not authorized or properly trained. Because GENSERVE INC. does not manufacture any parts, equipment or any other material being utilized in the performance of this agreement, it makes no warranty thereupon. THE WARRANTIES AND REMEDIES SET FORTH IN THIS PARAGRAPH CONSTITUTE THE ONLY WARRANTIES WITH RESPECT TO ANY SERVICES OR WORK PERFORMED BY GENSERVE INC. AND THE EXCLUSIVE REMEDIES IF SUCH WARRANTIES ARE BREACHED; AND SUCH WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED AS TO ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EVEN IF GENSERVE INC. HAS BEEN ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES.
6. **PROPER MAINTENANCE** - GENSERVE INC. shall use its best effort to perform in a satisfactory manner under this agreement; provided, that GENSERVE INC. makes no warranty as to the availability of replacement parts, equipment drawings and specifications, and equipment design and condition that would ensure the proper repair of customer's equipment.
7. **PROPER OPERATION** - GENSERVE INC. does not guarantee the detection nor the replacement of worn out or defective parts nor the proper operation of the equipment during a power failure. The customer/buyer hereby releases and agrees to indemnify GENSERVE INC., its officers, agents and representatives from all claims and causes of action which may arise, directly or indirectly, out of the failure of the equipment or any part thereof, serviced by GENSERVE INC. hereunder, except for damages resulting from the gross negligence or willful misconduct of GENSERVE INC. with respect to this agreement.
8. **ADDITIONAL SERVICES** - GENSERVE INC. will provide additional services and/or emergency service to Customer outside of regular business hours in accordance with its then current Service Rate Schedule.
9. **AVAILABILITY OF SERVICES** - Services shall normally be available and rendered during regular business hours as set forth in GENSERVE INC.'s Service Rate sheet attached hereto. GENSERVE INC. will exercise all reasonable efforts to perform the Work under this agreement but it will not be responsible for delay of failure in performing such services caused by acts of God, fire, explosion, governmental regulations or orders, labor difficulties, strikes, shutdowns, failure of transportation, employee illness, failure or delay of suppliers, inability to obtain supplies or materials at a reasonable price, accidents, riots, war or other causes beyond its reasonable control. Customer shall accept as full and complete performance hereof such portion of the Work as GENSERVE INC. determines it is able, under the circumstances, to perform in accordance with herewith.
10. **SAFETY** - GENSERVE INC. shall take all precautions it deems reasonably necessary in its sole judgment for the safety of its employees or agents, and shall provide all reasonable protection necessary in its sole judgment to prevent damage, injury or loss by its employees or agents. GENSERVE INC. shall provide such insurance certificates as are reasonably required by Customer. During service or work GENSERVE INC. reserves the right to request the presence of an employee of Customer when GENSERVE INC. deems the Work to be hazardous.
11. **LIMITATION OF LIABILITY** - GENSERVE INC.'s liability under this agreement and any Work or services provided, for any cause whatsoever, regardless of the form of action (whether in contract, in tort, including negligence, or otherwise), except for gross negligence or willful misconduct of GENSERVE INC. or its employees or agents, will be limited to general money damages (and no other relief) in an amount not to exceed the aggregate





## TERMS AND CONDITIONS

fees paid by Customer for applicable Work or service to which such liability relates. UNDER NO CIRCUMSTANCES WILL GENSERVE INC. BE LIABLE FOR ANY LOSS OF PROFITS, ANY CLAIM OR DEMAND AGAINST CUSTOMER BY ANY OTHER PARTY, OR SPECIAL, CONSEQUENTIAL OR INDIRECT DAMAGES OF ANY AND WHATSOEVER, EXCEPT LOSS BY GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF GENSERVE INC. OR ITS EMPLOYEES OR AGENTS.

**12. PARTIES BOUND: NON-ASSIGNMENT** - This agreement shall be binding on and inure to the benefit of contracting parties and their respective heirs, executors, administrators, legal representatives, successors and assigns. Neither party shall, voluntarily, by operation of law, or otherwise, assign any of its rights or delegate any of its obligations under this agreement, without the express prior written consent of the other party, which shall not be unreasonably withheld.

**13. OTHER AGREEMENTS** - This agreement constitutes the entire agreement among the parties and there are no other terms not contained herein. No variation hereof shall be deemed valid unless in writing and signed by the parties herein. If any provision of this agreement is construed to be invalid, illegal or unenforceable, then the remaining provisions shall not be affected thereby and shall be enforceable without regard thereto. It is hereby acknowledged that all services performed by GENSERVE INC. For Customer are subject to this agreement.

**14. GOVERNING LAW** - This agreement and any amendments to this agreement shall be governed by and construed in accordance with the laws of the State where work is being performed.

**15. NO WAIVERS** - Except as expressly provided in the Agreement, no failure to exercise, delay in exercising, or single or partial exercise of any right, power or remedy by either party shall preclude any other or further exercise of the same or any other right, power or remedy.

**16. NOTICES** - All notices, consents, or other communications required or permitted to be given under this agreement, other than payments or other communications related to the ordinary course of business between the parties, shall be in writing and shall be deemed to be duly given in and when (a) delivered personally, (b) transmitted by pre-paid telegram or telex, (c) mailed by first class certified mail, return receipt requested, postage pre-paid, or (d) sent by a nationally recognized express courier service, postage delivery charges pre-paid, to the parties at the respective addresses set forth in this agreement. Each of the parties irrevocably consents to service of process by first class certified mail, return receipt requested, postage prepaid, to the address at which such party is to receive notice.

**17. ACCEPTANCE** - GENSERVE INC. will perform the Work as listed in this agreement and as indicated on Customer's equipment covered under this agreement. Inspections will be made during normal business working hours. Equipment manufacture and rating which are covered under this agreement are as listed. Prices for the Work are as indicated herein and on the service rate schedule.

**18. PROPRIETARY** - The technical and pricing information in this proposal is confidential and proprietary of GENSERVE INC., and is not to be disclosed or made available to third parties without the written consent of GENSERVE INC.

**19. ADDITIONAL WORK** - Unscheduled repairs or services shall include work of a non-emergency nature which is beyond the scope this proposal. The unscheduled repairs or service will be coordinated to be performed during normal working hours if conditions permit. We reserve the right to request an additional Purchase Order in writing upon customer approval to proceed with work. Any work of an emergency nature will be brought to the attention of the customer representative by means of verbal or written communication. We will perform repairs only upon authorization by customer to proceed with repairs.

**20. SERVICE RATE SCHEDULES** - Our normal working hours are between 7:00am and 3:30pm Monday through Friday, which our standard hourly service rate for each service person will be charged. During hours before 7:00am and after 3:30pm Monday through Friday, or on Saturday, we will charge (1.5) times our standard service rate (time and one-half) for the first 8 hours. After 8 hours on a Saturday customer will be charged doubletime rate. In addition, we will charge travel on a portal to portal basis from our shop. For any emergency services requested will be subject to a minimum charge of four (4) hours at applicable rate. Rates are subject to change without notice.

### **RATES:**

#### Scheduled Rates

Engine/Generators:	Standard Rate	\$182.50 hour - per man
	Overtime Rate	\$274.00 hour - per man
Sundays and Holidays Rate		\$365.00 hour - per man

**Addendum:** Contract may be canceled with thirty (30) days written notice if service does not meet customer satisfaction.





### **PREVENTIVE MAINTENANCE CHECK LIST**

ALL ITEMS CHECKED IN COLUMN "A" ARE PERFORMED WHEN FULL PM IS DONE.

ALL ITEMS CHECKED IN COLUMN "B" ARE PERFORMED WHEN VISUAL PM IS DONE.

	A	B	
1.	(X)	( )	CHANGE LUBRICATING OILS
2.	(X)	( )	CHANGE LUBE OIL FILTERS
3.	(X)	( )	PERFORM LABORATORY ANALYSIS OF USED OIL
4.	(X)	( )	CHANGE FUEL OIL FILTERS
5.	( )	( )	CHANGE AIR FILTER
6.	(X)	(X)	INSPECT AIR FILTER
7.	( )	( )	ADJUST VALVE
8.	(X)	(X)	CHECK COOLANT LEVEL & DEGREE OF PROTECTION
9.	( )	( )	DRAIN & FLUSH COOLANT SYSTEM & REFILL WITH 50% ANTIFREEZE SOLUTION
10.	(X)	( )	PERFORM LABORATORY ANALYSIS OF COOLANT SAMPLE
11.	(X)	(X)	INSPECT & ADJUST FAN BELTS
12.	(X)	(X)	CHECK FLEX CONNECTIONS & MOUNTINGS
13.	(X)	(X)	CHECK OPERATION OF JACKET WATER HEATER
14.	(X)	(X)	CHECK BATTERY LEVEL & MAINTAIN
15.	(X)	(X)	CHECK OPERATION OF BATTERY CHARGING EQUIPMENT
16.	(X)	(X)	LUBRICATE NECESSARY FITTINGS
17.	(X)	(X)	INSPECT GOVERNOR LINKAGE, OIL LEVEL & CONTROL
18.	(X)	(X)	INSPECT ELECTRONIC GOVERNOR CONNECTIONS
19.	(X)	(X)	REPAIR MINOR COOLANT, LUBE & FUEL LEAKS
20.	(X)	(X)	INSPECT DAY TANK & PUMP CONTROL
21.	(X)	( )	INSPECT SPARK PLUGS, MAGNETO & COILS
22.	(X)	(X)	DRAIN CONDENSATE FROM DAY TANK IF ACCESSIBLE
23.	(X)	(X)	CHECK OPERATION OF REMOTE FANS, PUMPS & LOUVERS
24.	(X)	(X)	INSPECT GENERATOR SLIP RINGS - CLEAN IF NECESSARY
25.	(X)	(X)	OPERATE ELECTRIC SET & CHECK OR RESET FOR CORRECT VOLTAGE & FREQUENCY
26.	(X)	(X)	CHECK AUTO START STOP MODE
27.	(X)	(X)	SIMULATE EACH SAFETY SHUTDOWN
28.	(X)	(X)	TEST FAULT LAMPS & REPLACE BAD BULBS
29.	(X)	(X)	LOAD TEST MACHINE & CHECK OPERATION OF TRANSFER SWITCH (THIS WILL BE DONE ONLY WITH THE PERMISSION OF THE ENGINEER ON DUTY)



**CREDIT CARD AUTHORIZATION FORM**

I, \_\_\_\_\_, hereby authorize  
GenServe Inc., to charge my credit card for the amounts invoiced.

**Customer/Company Name:**

\_\_\_\_\_

**AMERICAN EXPRESS / VISA / MASTERCARD**

Name on Card: \_\_\_\_\_

Credit Card Number:  
\_\_\_\_\_

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

Security Code:  
\_\_\_\_\_

**Credit Card Billing Address:**

Street: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip Code: \_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

**(fax number or e-mail is required)**

Fax: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

E-mail:  
\_\_\_\_\_

**Cardholder's**

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

As the credit card holder, I also authorize Genserve Inc. to charge my credit card for future services verbally (or written) approved by me.

GenServe Inc. will keep all information entered on this form strictly confidential.